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NEW DELHI, SATURDAY, FEBRUARY 27, 1999/PHALGUNA 8, 1920

इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा वेतन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)
नई दिल्ली, 8 फरवरी, 1999

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSION
(Department of Personnel & Training)

का.आ. 586.—केन्द्रीय सरकार एतद्द्वारा दंड प्रक्रिया
संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा
24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग
करते हुए श्री अक्षय गौतम, अभियोजन अधिकारी, केन्द्रीय
अन्वेषण द्यूरो को विचारण न्यायालयों में दिल्ली विशेष
पुलिस स्थापना द्वारा संस्थित मामलों तथा किसी राज्य
अथवा संघ राज्य क्षेत्र जिन पर पूर्वोक्त धारा के उपबंध
लागू होते हैं, में विधि द्वारा स्थापित पुनरीक्षण अथवा
अपील न्यायालयों में इन मामलों से उत्पन्न अपीलों,
पुनरीक्षणों अथवा अन्य विषयों का संचालन करने के लिये
विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/2/99-ए.पी.डी.-II]
हरि सिंह, अवर सचिव

New Delhi, the 8th February, 1999
S.O. 586.—In exercise of the powers conferred by sub-
section (8) of section 24 of the Code of Criminal Procedure,
1973 (Act No. 2 of 1974), the Central Government hereby
appoints Shri Akshay Gautam, Prosecuting Officer of the
Central Bureau of Investigation as Special Public Prosecutor
for the conduct of cases instituted by Delhi Special Police
establishment in the trial Courts and appeals, revisions or
other matters arising out of these cases in revisional or appel-
late Courts established by Law in any State or Union Terri-
tory to which the provision of the aforesaid action apply.

[No. 225/2/99-AVD.II]
HARI SINGH, Under Secy.

नई दिल्ली, 11 फरवरी, 1999

का.आ. 587.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस
स्थापन अधिनियम, 1946 (1946 का अधिनियम
सं. 25) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों
का प्रयोग करते हुए 1997 की आपराधिक मूल याचिका

सं. 17974 में माननीय तमिलनाडु उच्च न्यायालय, मद्रास के तारीख 25-9-1998 के आदेशानुसार भारतीय दण्ड संहिता, 1860 की धारा 302/34 के अधीन दण्डनीय अपराधों और तमिलनाडु के जिला थिरुवन्नामलाई के पुलिस थाना चेरियार के अपराध सं. 568/97 के जो जिले थिरुवन्नामलाई के चेरियार के पेरियालाथूर के निवासी श्री पेरियास्वामी के पुत्र श्री मोहन की अभिरक्षण में मृत्यु से संबंधित है, तथ्यों से उद्भूत होते वाले या वैसे ही संव्यवहार के अनुक्रम में किये गये अन्य अपराध या अपराधों या ऊपर वर्णित अपराधों के संबंध में या उससे संसक्त प्रयत्न, दुष्प्रेरण और षड्यंत्र के अन्वेषण के लिये दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तार संपूर्ण तमिलनाडु राज्य पर करती है।

[संख्या 228/4/99-ए.बी.डी.-II]
हरि सिंह, अवर सचिव

New Delhi, the 11th February, 1999

S.O. 587.—In exercise of the powers conferred by sub-section (1) of section 5 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government as per the order dated 25-9-1998 of the Hon'ble High Court of Tamil Nadu, Madras in CrI : O.P. No. 17974 of 1997, hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Tamil Nadu for investigation of offences punishable under section 302/34 of the Indian Penal Code, 1860 and attempt, abetment and conspiracy in relation to or in connection with the offences committed in the course of the same transaction or arising out of the same facts of Crime No. 568/97 of Police Station Cheyyar District Thiruvappamalai, Tamil Nadu relating to the Custodial Death of Shri Mohan son of Shri Periyasamy resident of Peringalathur, Cheyyar, District Thiruvannamalai (Tamil Nadu).

[No. 228/04/99-AVD.II]
HARI SINGH, Under Secy.

नई दिल्ली, 12 फरवरी, 1999

का.आ. 588.—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए श्री मन्त कुमार शुक्ला, अभियोजन अधिकारी, केन्द्रीय अन्वेषण ब्यूरो को विचारण न्यायालयों में दिल्ली विशेष पुलिस स्थापना द्वारा संस्थित मामलों तथा किसी राज्य अथवा संघ राज्य क्षेत्र जिस पर पूर्वोक्त धारा के उपबंध लागू होते हैं, में बिना द्वारा स्थापित पुनरीक्षण अथवा अपील न्यायालयों में इन मामलों से उद्भूत अपीलों, पुनरीक्षणों अथवा अन्य विषयों का संचालन करने के लिये विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/2/99-ए.बी.डी.-II]
हरि सिंह, अवर सचिव

New Delhi, the 12th February, 1999

S.O. 588.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Hemant Kumar Shukla, Prosecuting

Officer of the Central Bureau of Investigation as Special Public Prosecutor for the conduct of cases instituted by Delhi Special Police Establishment in the trial Courts and appeals, revisions or other matters arising out of these cases in revisional or appellate Courts established by Law in any State or Union Territory to which the provision of the aforesaid section apply.

[No. 225/2/99-AVD.II]
HARI SINGH, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 18 फरवरी, 1999

का.आ. 589.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 80 छ की उपधारा (2) के खंड (ख) द्वारा प्रवृत्त शक्तियों करते हुए केन्द्र सरकार एतद्वारा "श्री नन्दनेश्वर टेम्पल", नया मंगलूर कर्नाटक की उपयुक्त धारा के प्रयोजनार्थ पूरे कर्नाटक राज्य में ख्याति प्राप्त सार्वजनिक पूजास्थल के रूप में निर्दिष्ट करती है।

यह अधिसूचना केवल 40,86,000 रुपये (केवल चासीस लाख छियासी हजार रुपये) की सीमा तक के मरम्मत/नवीकरण कार्य के लिए वैध होगी और 31-3-2002 के बाद समाप्त हो जाएगी।

[अधिसूचना सं. 10798/फा. सं. 176/34/96-आई.टी. ए.-I]
समर भद्र, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 18th February, 1999

S.O. 589.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 80G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies "Sri Nandaneshwara Temple", New Mangalore, Karnataka to be a place of public worship of renown throughout the State of Karnataka for the purpose of the said Section.

This notification will be valid only for the repair/renovation work to the extent of Rs. 40,86,000/- (Rupees forty lakhs eighty six thousand only) and will cease to be effective after 31-03-2002.

[Notification No. 10798/F. No. 176/34/96-ITA-I]
SAMAR BHADRA, Under Secy.

केन्द्रीय उत्पाद शुल्क आयुक्त का कार्यालय

मद्रुरै, 4 फरवरी, 1999

सं. 2/99-सीमा शुल्क (एन.टी.)

का.आ. 590.—सीमा शुल्क अधिनियम 1962, धारा 9 जो भारत सरकार, वित्त मंत्रालय राजस्व विभाग, नई दिल्ली के अधिसूचना सं. 33/94-सीमा शुल्क (एन.टी.) दिनांक

1-7-94 के साथ पठित, द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैं एतद्वारा तमिलनाडु राज्य के तिरुनेल्वेली जिला, राधापुरम तालुका के "करैचित्तु उवरी" गांव की सीमा शुल्क अधिनियम 1962 (1962 का 52) के अधीन शत प्रतिशत निर्यातोन्मुख उपक्रम स्थापित करने हेतु भंडागार घोषित करता हूँ।

[फाईल सं. : IV/16/15/99-टी. 1]

के. परशुरामन, आयुक्त

OFFICE OF THE COMMISSIONER OF CENTRAL
EXCISE

Madurai, the 4th February, 1999

No. 2/99-CUSTOMS (NT)

S.O. 590.—In exercise of the powers conferred on me under Section 9 of the Customs Act, 1962 (52 of 1962) read with Notification No. 33/94-Customs (NT) dated 1-7-1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, I hereby declare "KARAICHITHU/UVARI Village", Radhapuram Taluk, Tirunelveli District in the State of Tamilnadu to be a warehousing station under the Customs Act, 1962 (52 of 1962) for the purpose of setting up of 100 per cent Export Oriented Undertaking.

[File C. No. IV/16/15/99-T.1]

K. PARASURAMAN, Commissioner

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 15 फरवरी, 1999

का.आ. 591.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 7 की उपधारा (1) के उपबंध भारत में व्यापार करने के लिए अमरीका के बैंक "मॉर्गन गारंटी ट्रस्ट कंपनी आफ न्यूयार्क" पर लागू नहीं होंगे।

[सं. 15/1/99-बी.ओ. ए.]

डा. सी. एल. शर्मा, प्रथम सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 15th February, 1999

S.O. 591.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949--(10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provision of sub-section (1) of Section 7 of the said Act shall not apply to "Morgan Guaranty Trust Company of New York" a US based bank for carrying on banking business in India.

[No. 15/1/99-BOA.]

DR. C. L. SHARMA, Under Secy.

मानव संसाधन विकास मंत्रालय

(शिक्षा विभाग)

नई दिल्ली, 9 फरवरी, 1999

का.आ. 592.—अखिल भारतीय तकनीकी शिक्षा परिषद् अधिनियम, 1987 (1987 का 52) की धारा-3 की उपधारा (1) तथा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा निम्नलिखित को अखिल भारतीय तकनीकी शिक्षा परिषद् का सदस्य सरकारी राजपत्र में प्रकाशन की तारीख से 8 फरवरी, 2001 तक नियुक्त करती है और उक्त प्रयोजन के लिये भारत सरकार, मानव संसाधन विकास मंत्रालय (शिक्षा विभाग) की अधिसूचना संख्या का.आ. 124 (ई), दिनांक 9 फरवरी, 1998 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में :

(1) क्रम संख्या (20) और उसमें संबंधित प्रविष्टियों के लिए निम्नलिखित को प्रतिस्थापित किया जाएगा, अर्थात् :

“(20) श्री सम्प्राशिव राव,

संसद-सदस्य (लोकसभा),

6, तीन मूर्ति लेन,

नई दिल्ली-110001

सदस्य”

(2) क्रम संख्या (21) और उसमें संबंधित प्रविष्टियों के लिए निम्नलिखित को प्रतिस्थापित किया जाएगा, अर्थात्

“(21) श्री अश्विनेश दास,

संसद-सदस्य (राज्यसभा)

संख्या-11, लोदी एस्टेट,

नई दिल्ली-110003

सदस्य”

[फा. सं. 1-22/97-टी.एस.-II]

डा. एस.डी. आबदे, संयुक्त गितायतद्वार (प.क.)

पाठ टिप्पणी : परिषद् की स्थापना (य) प्रधान अधिसूचना संख्या का.आ. 124(ई) दिनांक 11 फरवरी, 1998 द्वारा जारी की गई थी और तत्पश्चात् संख्या का.आ. 268(ई) दिनांक 27 मार्च, 1998 और का.आ. सं. 1116(ई) दिनांक 10 दिसम्बर, 1998 द्वारा संशोधित की गई थी।

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Education)

New Delhi, the 9th February, 1999

S.O. 592.—In exercise of the powers conferred by sub-sections (1) and (4) of section 3 of the All India Council for Technical Education Act, 1987 (52 of 1987), the Central Government hereby appoints the following members to the All India Council for Technical Education from the date of publication of the notification in the Official Gazette till the 8th day of February, 2001 and for the said purpose makes the following amendments in the notification of the Government of India in the Ministry of Human Resource Development (Department of Education), number S.O. 124(E), dated the 9th February, 1998, namely :—

In the notification :—

- (i) for serial number (20) and the entries relating thereto, the following shall be substituted, namely :—

“(20) Shri Sambasiva Rao,
Member of Parliament.
(Lok Sabha)
6, Teen Murty Lane,
New Delhi-110001 Member”;

- (ii) for serial number (21) and the entries relating thereto, the following shall be submitted, namely :—

“(21) Shri Akhilesh Das,
Member of Parliament,
(Rajya Sabha),
No. 11, Lodhi Estate,
New Delhi-110003 Member”.

[F. No. 1-22/97-TS. II]

DR. S. D. AWALE, Jt. Educational Advisor (T)

Footnote :—The principal notification for establishment of the Council was issued vide number S.O. 124(E), dated 11th February, 1998 and subsequently amended vide number S.O. 263(E), dated the 27th March, 1998 & S.O. No. 1116(E) dated 10th December, 1998.

कोयला मंत्रालय

नई दिल्ली, 11 फरवरी, 1999

का.आ. 593.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोग) नियम, 1976 के नियम 10 के उप-नियम 4 के अनुसरण में कोयला मंत्रालय के अधीनस्थ कोल इंडिया लिमिटेड की सहायक कंपनी वेस्टर्न कोल-फील्ड्स लिमिटेड के पंच क्षेत्र को, जिसमें 80% से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. ई.-12019/1/99-हिन्दी]

के. एस. क्रोफा, निदेशक

MINISTRY OF COAL

New Delhi, the 11th February, 1999

S.O. 593.—In pursuance of sub-rule 4 of rule 10 of Official Language (Use of official purposes of the Union) Rules, 1976, the Central Government, hereby, notifies the Pench area of the Western Coalfields Ltd., a subsidiary of Coal India Ltd. under the Ministry of Coal, whereof, more than 80 per cent staff have acquired working knowledge of Hindi.

K. S. KROPHA, Director

[No. E-12019/1/99-Hindi]

स्वास्थ्य और परिवार कल्याण मंत्रालय

(भारतीय चिकित्सा पद्धति एवं होम्योपैथी विभाग)

नई दिल्ली, 25 जनवरी, 1999

का.आ. 594.—केन्द्रीय सरकार, केन्द्रीय होम्योपैथी परिषद् अधिनियम, 1973 (1973 का 59) की धारा 13 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय होम्योपैथी परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की दूसरी अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त दूसरी अनुसूची में, “राजस्थान” शीर्ष के अंतर्गत क्रमशः राजस्थान विश्वविद्यालय और डा. एम पी के राजस्थान होम्यो मेडिकल कालेज से संबंधित क्रम संख्या “13 घघ” और “13घड़.” और उनसे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित रखा जाएगा, अर्थात् :—

1	2	3	4
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“13 घघ राजस्थान वैचलर ऑफ बी.एच.एम.एस. 1990 से विश्वविद्यालय होम्योपैथिक मेडिसिन एंड सर्जरी आये”

[सं. आर.-14015/25/93-होम्यो.]

चिरंजी लाल, अवर सचिव,

पाद टिप्पणी :—मूल अधिसूचना भारत के राजपत्र भाग-2, खंड-1, में का.आ. सं. 76, तारीख 20 दिसम्बर, 1973 को प्रकाशित की गई और उसके बाद निम्नलिखित के द्वारा संशोधित हुई।

का.आ. 3496, तारीख 11-10-1977

का.आ. 325, तारीख 4-11-1978

का.आ. 1517, तारीख 26-2-1983

का.आ. 141, तारीख 19-3-1983

का.आ. 3099, तारीख 21-6-1985

का.आ. 2048, तारीख 24-3-1986

का.आ. 2270, तारीख 24-5-1986

का.आ. 2501, तारीख 1.8.1990
 का.आ. 2448, तारीख 4.8.1990
 का.आ. 1182, तारीख 27.3.1991
 का.आ. 1008, तारीख 8.3.1996
 का.आ. 3124, तारीख 24.11.1996
 का.आ. 2806, तारीख 13.9.1996
 का.आ. 1277, तारीख 25.3.1996
 का.आ. 699, तारीख 7.2.1997
 का.आ. 2726, तारीख 3.10.1997
 का.आ. 3126, तारीख 3.12.1997
 का.आ. 2503 तारीख 21.8.1990
 का.आ. 710 तारीख 25.2.1992
 का.आ. 891 तारीख 5.3.1992
 का.आ. 1210 तारीख 23.4.1992
 का.आ. 2669 तारीख 24.9.1993
 का.आ. 978 तारीख 28.4.1992
 का.आ. 1325 तारीख 13.5.1994
 का.आ. 2363 तारीख 24.10.1994
 का.आ. 1859 तारीख 17.8.1993
 का.आ. 1277 तारीख 25.3.1996
 का.आ. 93 तारीख 20.12.1995
 का.आ. 2805 तारीख 13.9.1996
 का.आ. 2475 तारीख 30.5.1996
 का.आ. 2804 तारीख 20.9.1995
 का.आ. 2727 तारीख 3.10.1997
 का.आ. 2900 तारीख 28.10.1997
 का.आ. 1027 तारीख 30.11.1998

MINISTRY OF HEALTH & FAMILY WELFARE
 (Department of ISM & Homoeopathy)

New Delhi, the 25th January, 1999

S.O.594.—In exercise of the powers conferred by sub-section (2) of section 13 of the Homoeopathy Central Council Act, 1973 (59 of 1973) the Central Government, after consulting the Central Council of Homoeopathy hereby makes the following further amendment in the Second Schedule to the said Act namely:—

In the said Second Schedule under the heading "Rajasthan" for serial number "13DD" and "13DE" "relating to University of Rajasthan and Dr. MPK Rajasthan Homoeopathic Medical College

respectively and the entries relating thereto the following shall be substituted namely:—

1	2	3	4
"13DD Uni- versity of Raja- sthan	Bachelor of Homoeopathic Medicine and Surgery	B.H.M.S.	From 1990 onwards"

[No. R.14015/25/93-Homoeo.]

CHIRANJI LAL, Under Secy.

Foot-note: The principal notification was published in the Gazette of India Part 2 section 1 S.No. 76 dated 20th December 1973 and was subsequently amended vide:—

S.O. 3496 dated 11.10.1977
 S.O. 325 dated 04.11.1978
 S.O. 1517 dated 26.02.1983
 S.O. 1481 dated 12.03.1983
 S.O. 3099 dated 21.6.1985
 S.O. 2048 dated 24.03.1986
 S.O. 2270 dated 24.05.1986
 S.O. 2501 dated 1.8.1990
 S.O. 2448 dated 4.8.1990
 S.O. 1182 dated 27.3.1991
 S.O. 1008 dated 8.3.1996
 S.O. 3124 dated 24.11.1996
 S.O. 2806 dated 13.9.1996
 S.O. 1277 dated 25.3.1996
 S.O. 699 dated 7.2.1997
 S.O. 2726 dated 3.10.1997
 S.O. 3126 dated 3.12.1997
 S.O. 2503 dated 21.08.1990
 S.O. 710 dated 25.02.1992
 S.O. 891 dated 5.3.1992
 S.O. 1210 dated 23.4.1992
 S.O. 2669 dated 24.9.1993
 S.O. 978 dated 28.4.1992
 S.O. 1325 dated 13.5.1994
 S.O. 2363 dated 24.10.1994
 S.O. 1859 dated 17.8.1993
 S.O. 1277 dated 25.3.1996
 S.O. 93 dated 20.12.1995
 S.O. 2805 dated 13.9.1996
 S.O. 2475 dated 30.5.1996
 S.O. 2804 dated 20.9.1995
 S.O. 2727 dated 3.10.1997
 S.O. 2900 dated 28.10.1997
 S.O. 1027(E) dated 30.11.1998

नागर विमानन मंत्रालय

नई दिल्ली, 10 फरवरी, 1999

का.आ. 595.—पवन हंस हेलीकाप्टर्स लि. के शापन तथा संगम अनुच्छेद के अनुच्छेद 40 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, राष्ट्रपति, मेजर जनरल ए. नटराजन को 11 जनवरी, 1999 (पूर्वाह्न) से पांच वर्ष की अवधि तक अथवा अपनी अधिवृत्ति की तारीख तक, जो भी पहले हो, प्रतिनियुक्ति आधार पर अनुसूची "ख" के 12,000-14,000 रु. के वेतनमान में पवन हंस हेलीकाप्टर्स लि. का अध्यक्ष एवं प्रबंध निदेशक नियुक्त करते हैं।

[संख्या एवी-13015/40/97-वीई]

एस.के. सिंघल, अवसर सचिव

MINISTRY OF CIVIL AVIATION

New Delhi, the 10th February, 1999

S.O. 595.—In exercise of the powers conferred by Article 40 of the Memorandum and Articles of Association of Pawan Hans Helicopters Limited, the President is pleased to appoint Major General A. Natarajan as Chairman-cum-Managing Director, Pawan Hans Helicopters Limited in Schedule 'B' scale of pay of Rs. 12,000-14,000 on deputation basis, for a period of five years or till the date of his superannuation, whichever event occurs earlier, from 11th of January, 1999 (F.N.)

[No. AV. 13015/40/97-VE]

S. K. SINGHAL, Under Secy.

पर्यटन मंत्रालय

नई दिल्ली, 15 फरवरी, 1999

का.आ. 596.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली 1976 के नियम 10 के उपनियम (4) के अनुसरण में पर्यटन मंत्रालय के अधीनस्थ भारत पर्यटन विकास निगम के अधीनस्थ निम्न होटल को अधिसूचित करती है, जहां के 80 प्रतिशत कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान कर लिया है:—

होटल जम्मू अशोक, जम्मू

[सं. ई-11016/1/98-रा.भा.]

नन्द भान नारनोली, उप निदेशक (राजभाषा)

MINISTRY OF TOURISM

New Delhi, the 15th February, 1999

S.O. 596.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for official purpose of the union) Rule 1976, the Central Government, hereby notifies, the following subordinate hotel of I.T.D.C. under Ministry of Tourism, the 80 per cent staff whereof, have acquired working knowledge of Hindi:

Hotel Jammu Ashok, Jammu.

[F. No. E-11016(1)/98-O.L.]

C. B. NARNAULI, Dy. Dir. (O.L.)

संचार मंत्रालय

(दूरसंचार विभाग)

(राजभाषा अनुभाग)

नई दिल्ली, 1 फरवरी, 1999

का.आ. 597.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10(4) के अनुसरण में संचार मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों को जिनमें 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

संचार मंत्रालय

द्वेतर अनुश्रवण संघटन

1. द्वेतर अनुश्रवण केन्द्र, डिब्रूगढ़

मुख्य महाप्रबंधक दूरसंचार, मध्य प्रदेश परिमंडल, भोपाल

1. दूरसंचार जिला इंजीनियर, छतरपुर

2. दूरसंचार जिला इंजीनियर, शिवपुरी

3. दूरसंचार जिला इंजीनियर, शाजापुर

4. दूरसंचार जिला इंजीनियर, गुना

5. निदेशक दूरसंचार (संप्रेषण संस्थापन), भोपाल

6. निदेशक दूरसंचार (स्विचिंग संस्थापन), भोपाल

7. अधीक्षक इंजीनियर, दूरसंचार सिविल परिमंडल, जबलपुर

8. अधीक्षक इंजीनियर, दूरसंचार सिविल परिमंडल, इंदौर

9. अधीक्षक इंजीनियर, दूरसंचार सिविल परिमंडल, रायपुर

10. दूरसंचार जिला प्रबंधक, होशंगाबाद, इटारसी

11. दूरसंचार जिला प्रबंधक, खरगोन

12. दूरसंचार जिला प्रबंधक, धार

13. दूरसंचार जिला प्रबंधक, रतलाम

14. उपमंडल अधिकारी तार, अशोक नगर, गुना

15. उपमंडल अधिकारी तार, गुना

16. उपमंडल अधिकारी दूरभाष, गुना

17. मंडल इंजीनियर (ट्रांसमिशन संस्थापन), इंदौर

18. कार्यपालक इंजीनियर (सिविल), दूरसंचार सिविल मंडल, रतलाम

19. कार्यपालक इंजीनियर (सिविल), दूरसंचार सिविल मंडल, इंदौर

20. मुख्य इंजीनियर (सिविल), म.प्र. दूरसंचार सिविल मंडल, भोपाल-11

21. दूरसंचार जिला इंजीनियर, शहडोल

[सं. ई.-11016/1/99-रा. भा.]

आर. डी. मामीवाल, निदेशक (राजभाषा)

MINISTRY OF COMMUNICATIONS

(Department of Telecommunications)

New Delhi, the 1st February, 1999

S.O. 597.—In pursuance of rule 10(4) of the Official Language (use for official purposes of the Union), rules, 1976 the Central Government hereby notifies following offices under the administrative control of Ministry of Communications, Department of Telecommunications where of more than 80 per cent staff have acquired working knowledge of Hindi.

MINISTRY OF COMMUNICATIONS

(Wireless Monitoring Organisation)

1. Dibrugarh
CGM Madhya Pradesh Telecom Circle, Bhopal
1. Distt. Telecom Engineer, Chhatarpur
2. Distt. Telecom Engineer, Shivpuri
3. Distt. Telecom Engineer, Shajapur
4. Distt. Telecom Engineer, Guna
5. Director Telecom (Dispatch Installation) Bhopal
6. Director Telecom (Switching Installation) Bhopal
7. Superintendent Engineer, Telecom Civil Circle, Jabalpur
8. Superintendent Engineer, Telecom Civil Circle, Indore
9. Superintendent Engineer, Telecom Civil Circle, Raipur
10. Telecom Distt. Manager, Hoshenabad, Itanasi
11. Telecom Distt. Manager, Khargone
12. Telecom Distt. Manager, Dhar
13. Telecom Distt. Manager, Ratlam
14. Sub-Divisional Officer Telegraph, Ashok Nagar, Guna
15. Sub-Divisional Officer Telegraph, Guna
16. Sub-Divisional Officer, Telephone, Guna
17. Divisional Engineer (Transmission Installation), Indore
18. Executive Engineer (Civil) Telecom Civil Division, Ratlam
19. Executive Engineer (Civil) Telecom Civil Division, Indore
20. Chief Engineer (Civil) Madhya Pradesh, Telecom Civil Division, Bhopal-11.
21. Distt. Engineer Telecom, Shahdol.

[No. F. 11016/1/99-C.I.I.]

R. D. MASIWAL, Director (O.L.)

हस्तात और खान मंत्रालय

(हस्तात विभाग)

नई दिल्ली, 12 फरवरी, 1999

का.आ. 598.—सरकारी स्थान (अप्रतिष्ठित अधि-भोगियों की देखभाल) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार नीचे दी गई सारणी के स्तम्भ (1) में वर्णित अधिकारी को जो भारत सरकार के राजपत्रित अधिकारी के पद से समतुल्य अधिकारी हैं, उक्त अधिनियम के प्रयोजनों के लिये सम्पदा अधिकारी नियुक्त करती है जो अबसे उक्त सारणी के स्तम्भ (2) में विनिर्दिष्ट

सरकारी स्थानों के बारे में अपने अधिकारों की स्थानीय सीमाओं के अन्तर्गत उक्त अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारी को प्रदत्त शक्तियों का प्रयोग और अधिरोपित कर्तव्यों का पालन करेगा, नामतः:

सारणी

अधिकारी का पदनाम तथा पता	सरकारी स्थानों के प्रवर्ग और अधिकारिता की स्थानीय सीमाएं
श्री एन. आर. पिल्लै प्रबंधक (प्रशासन) मेटलर्जिकल एण्ड इंजीनियरिंग कंसल्टेंट्स (इंडिया) लिमिटेड रांची	रांची में मेटलर्जिकल एंड इंजीनियरिंग कंसल्टेंट्स (इंडिया) लिमिटेड (मेकन) के अथवा उसके द्वारा पट्टे पर लिमिटेड रांची निर्दिष्ट गये सभी स्थान।

[मि. नं. 10(4)/99-एच.एम.एम.]

डी.एन. बंसल, अवर सचिव

MINISTRY OF STEEL & MINES

(Department of Steel)

New Delhi the 12th February, 1999

S.O. 598 -- In exercise of the powers conferred by section 3 of the public premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being an Officer equivalent to the rank of gazetted officer of the Government, to be estate officer for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on estate officer by or under the said Act, within the local limits of his jurisdiction in respect of the public premises specified in column (2) of the Table, namely:-

Table

Address and designation of the Officer	Categories of the public premises and local limits of jurisdiction
(1)	(2)
Sh.N.R.Pillai, Manager (Administration), Metallurgical and Engineering Consultants (India) Limited, Ranchi.	All premises belonging to or taken on lease by Metallurgical and Engineering Consultants (India) Limited in Ranchi

[File No. 10(4)/99-HSM]
D.N. BANSAL, Under Secy.

विज्ञान और प्रौद्योगिकी मंत्रालय
(विज्ञान और प्रौद्योगिकी विभाग)

नई दिल्ली, 10 फरवरी, 1999

का.आ. 599—राष्ट्रपति, मूल नियम के नियम 45 के उपबंधों के अनुसरण में और भारतीय सर्वेक्षण के सरकारी निवासों का आबंटन नियम, 1987 का उन बातों के सिवाय अधिग्रहण करते हुए जिन्हें ऐसे अधिग्रहण से पूर्व किया गया है या किये जाने का लोप किया गया है, निम्नलिखित नियम बनाते हैं, अर्थात्:—

अनुपूरक नियमों के भाग 8 में, खंड 26—कछ, के पश्चात् निम्नलिखित अन्तःस्थापित किया जायेगा, अर्थात्:—

“खंड 26—कज”

अ.नि. 317-कज-1 संक्षिप्त नाम, लागू होना और प्रारंभ :—

(1) इन नियमों का नाम भारतीय सर्वेक्षण संपदा के सरकारी निवासों का आबंटन नियम, 1999 है।

(2) ये नियम उन निवासों के आबंटन को लागू होंगे, जो भारतीय सर्वेक्षण, भारतीय सर्वेक्षण के केन्द्रीय विद्यालय (परियोजना विद्यालय), केन्द्रीय और प्रादेशिक वेतन और लेखा कार्यालयों में, जो भारतीय सर्वेक्षण के साथ लेखा अधिकारिता रखते हैं, नियमित सरकारी कर्मचारियों के उपयोग के लिये प्राथमिक रूप से आणयित हैं।

(3) ये नियम राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

अ.नि. 317-कज-2, परिभाषाएं—इन नियमों में जब तक कि संदर्भ में अन्यथा अपेक्षित न हो—

(क) “आबंटन” से अभिप्रेत है इन नियमों के उपबंधों के अनुसार अधिकारी के निवास का अधिभोग करने हेतु अनुज्ञप्ति का अनुदान ;

(ख) “आबंटन वर्ष” से अभिप्रेत है वह वर्ष जो पहली जनवरी को प्रारंभ होता है या ऐसी अन्य अवधि जो संबंधित निदेशक द्वारा अधिसूचित की जाये;

(ग) “संबंधित निदेशक” से अभिप्रेत है भारतीय सर्वेक्षण संपदा का प्रशासन करने के लिए उत्तरदायी भारतीय सर्वेक्षण का निदेशक या उपमहानिदेशक या भारतीय सर्वेक्षक दल का भार साधक अधिकारी जो भारत के महामहोदय द्वारा नाम निर्दिष्ट किया जाए;

(घ) “पात्र-कार्यालय” से अभिप्रेत है भारतीय सर्वेक्षण कार्यालय, केन्द्रीय या प्रादेशिक वेतन और लेखा कार्यालय, जो भारतीय सर्वेक्षण, भारतीय सर्वेक्षण के केन्द्रीय विद्यालय (परियोजना विद्यालय) के साथ के लेखा अधिकारिता रखते हैं, जिनके कर्मचारियों द्वारा इन नियमों के अधीन निवास के लिए पात्र घोषित किए गए हैं, ;

(ङ) “उपलब्धियों” से अभिप्रेत है वह वेतन जो मूल नियम 9(21) (क) (1) में परिभाषित है।

स्पष्टीकरण—ऐसे अधिकारी की दशा में जो निर्लंबित है उस आबंटन वर्ष के, जिसमें उसको निर्लंबित किया गया है, के प्रथम दिन को उसके द्वारा ली गई उपलब्धियों का ता यदि वह आबंटन वर्ष के प्रथम दिन को निर्लंबित किया गया है तो उस तारीख के ठोक पूर्व उसके द्वारा ली गई उपलब्धियों को उपलब्धियां समझा जाएगा;

(च) “कुटुम्ब” से अभिप्रेत है, यथास्थिति, पति या पत्नी और बच्चे, सीतेले बच्चे, विधिक रूप से दत्तक लिए गए बच्चे, माता-पिता, भाई या बहिन, जो सामान्यतः अधिकारी के साथ रहते हैं और उस पर आश्रित है ;

(छ) “सरकार” से अभिप्रेत है केन्द्रीय सरकार;

(ज) “अनुज्ञप्ति फीस” से अभिप्रेत है इन नियमों के अधीन आबंटन निवास की वास्तु मूल नियमों के उपबंधों के अनुसार और भारत सरकार द्वारा समय-समय पर जारी किए गए आदेशों के अनुसार मासिक संवेध धन की राशि;

(झ) “अधिकारी” से भारतीय सर्वेक्षण, भारतीय सर्वेक्षण के केन्द्रीय विद्यालय (परियोजना विद्यालय), केन्द्रीय, प्रादेशिक वेतन और लेखा कार्यालयों में, जो भारतीय सर्वेक्षण के साथ लेखा अधिकारिता रखते हैं, सेवान्वित अधिकारी और कर्मचारी अभिप्रेत हैं;

(अ) किसी टाइप के निवास की बाबत जिसका कि वह अ.नि. कज-4 के उपबंधों के अधीन पात्र है, अधिकारी की “पूर्विकता तारीख” से अभिप्रेत है वह पूर्वतम तारीख जिससे कि वह केन्द्रीय सरकार या राज्य सरकार या विदेशी सेवा के अधीन पद पर, सिवाय छुट्टियों की अवधि, ऐसी उपलब्धियां लेता रहा है, जो किसी विनिष्ट टाइप या उच्चतर टाइप से सुसंगत है।

परन्तु टाइप 1, टाइप 2, टाइप 3 या टाइप 4 निवास की बाबत वह तारीख जिससे कि अधिकारी केन्द्रीय सरकार या राज्य सरकार जिसमें विदेश सेवा की अवधि भी सम्मिलित है, निरन्तर रहा है, उस टाइप के लिए उसकी पूर्विकता तारीख होगी।

परन्तु यह और कि भूतपूर्व सैनिक के भारतीय सर्वेक्षण में पुनर्नियोजन की दशा में सशस्त्र बलों में की गयी भूतपूर्व सेवाओं का पूर्विकता तारीख का अवधारण करने के प्रयोजन के लिए गणना की जाएगी, भले ही उस अधिकारी ने रक्षा सेवा सीमांत प्रसुविधाएं ले ली हैं और सेवा में भंग यदि कोई हो, जब तक कि सक्षम प्राधिकारी द्वारा माफ नहीं कर दिया पूर्विकता की तारीख के अवधारण करने के लिए भूतपूर्व सेवाओं के योग में से घटा दिया जाएगा ;

परन्तु यह भी कि समूह “घ” कर्मचारियों की बाबत आकस्मिक खलासी के रूप में की गई निरन्तर सेवा का पचास प्रतिशत पूर्विकता का अवधारण करने के लिए गणना में लिया जाएगा ;

परन्तु यह भी कि जहाँ दो या अधिक अधिकारियों की पूर्विकता तारीख एक हो वहाँ उनमें से ज्येष्ठता, उपलब्धियों की रकम के आधार पर उच्चतर उपलब्धियाँ प्राप्त करने वाले अधिकारी को निम्नतर उपलब्धियाँ पाने वाले अधिकारी से प्राथमिकता देते हुए अवधारित की जाएगी; जहाँ उपलब्धियाँ समान हैं वहाँ सेवाकाल के आधार पर, और जहाँ उपलब्धियाँ और सेवाकाल दोनों समान हैं वहाँ अधिकारियों के वेतनमान के आधार पर, उच्चतर वेतनमान वाले पद पर कार्य करने वाले अधिकारी को निम्नतर वेतनमान पाने वाले अधिकारी से प्राथमिकता देते हुए अवधारित की जाएगी;

परन्तु यह भी कि जहाँ दो या अधिक अधिकारियों की उपलब्धियाँ, सेवाकाल और वेतनमान समान हैं वहाँ ज्येष्ठता का अवधारण उनके जन्म की तारीख के प्रति निर्देश से, उस अधिकारी को, जो आयु में अधिक है, आयु में छोटे अधिकारी से प्राथमिकता देते हुए अवधारित किया जाएगा :

- (ट) "ग्रहक नियुक्ति" से अभिप्रेत है ऐसी नियुक्ति जिसके धास्क से भारतीय सर्वेक्षण, केन्द्रीय और प्रादेशिक वेतन और लेखा कार्यालय, भारतीय सर्वेक्षण के केन्द्रीय विद्यालय (परियोजना विद्यालय) की सेवा के लिए निवास करने की अपेक्षा की जाती है;
- (ठ) "निवास" से अभिप्रेत है ऐसा कोई निवास जो तत्समय संबंधित निदेशक के प्रशासकीय नियंत्रण के अधीन हो;
- (ड) "सेवा निवृत्ति" जिसके अन्तर्गत अधिव्यपिता, स्वेच्छया सेवा निवृत्ति और अस्वस्थता के आधार पर सेवा निवृत्ति भी है;
- (ध) "उप पट्टे पर देना" के अन्तर्गत आबंटिती द्वारा किसी दूसरे व्यक्ति के साथ ऐसी दूसरे व्यक्ति द्वारा अनुशक्ति फीस के संदाय सहित या उसके बिना, निवास में रहना है।

स्वच्छीकरण आबंटिती द्वारा अल्प अवधि के लिए अपने निकट संबंधियों को निवास में रहने, उप पट्टे पर देना नहीं समझा जाएगा। पिता, माता, भाई, बहन, दादा, दादी, पोता और पोती निकट संबंधी माने जाएंगे।

- (ण) "अस्थायी स्थानांतरण" से अभिप्रेत है ऐसा स्थानांतरण जिसमें छः मास से अनधिक अवधि की अनुपस्थिति हो;
- (त) "स्थानांतरण" से अभिप्रेत है वर्तमान आस्थान में किसी अन्य स्थान को या पात्र कार्यालय से किसी अपात्र कार्यालय को स्थानांतरण और इसके अन्तर्गत राज्य सरकार के अधीन सेवा का स्थानांतरण या प्रसियर्जन और किसी अपात्र कार्यालय

का संगठन में किसी पद पर प्रतिनियुक्ति भी आती है;

- (घ) अधिकारी के संबंध में "टाईप" से अभिप्रेत है निवास का ऐसा टाईप जिसका वह अ.नि. 317-कज-4 के उपबन्धों के अधीन पात्र है।

अ.नि. 317-कज-3. पति और पत्नी को आबंटन पात्रता ऐसे अधिकारियों की दशाओं में जो एक दूसरे से विवाहित हैं:—(1) किसी अधिकारी को इन नियमों के अधीन निवास आबंटित नहीं किया जाएगा यदि अधिकारी की पत्नी या पति जैसी भी स्थिति हो, को पहले से ही उसी आस्थान पर निवास आबंटित किया जा चुका है जब तक कि ऐसा निवास अभ्यर्पित न किया जाए;

परन्तु यह कि यह उपनियम वहाँ लागू नहीं होगा जहाँ पति और पत्नी किसी न्यायालय द्वारा किए गए न्यायिक पृथकरण के आदेश के अनुसरण में अलग-अलग निवास कर रहे हैं।

(2) जहाँ इन नियमों के अधीन आबंटित पृथक निवासों में अधिभोग करने वाले अधिकारी एक दूसरे से विवाह करते हैं, वे विवाह के एक मास के भीतर निवास में से एक को अभ्यर्पित कर देंगे।

(3) यदि उस नियम (2) द्वारा यथापेक्षित निवास अभ्यर्पित नहीं किया जाता तो निम्नतर टाईप के निवास का आबंटन ऐसी अवधि की समाप्ति पर रद्द किया हुआ समझा जाएगा और यदि निवास उसी टाईप के हैं तो उनमें से ऐसे एक का आबंटन जैसा कि निदेशक विनिश्चित करे, ऐसी अवधि की समाप्ति पर रद्द किया हुआ समझा जाएगा।

(4) जहाँ पत्नी और पति दोनों केन्द्रीय सरकार के अधीन नियोजित हैं वहाँ इन नियमों के अधीन उनमें से प्रत्येक के निवास के आबंटन के हक पर स्वतंत्र रूप से विचार किया जाएगा।

(5) उपनियम (1) से (4) तक में किसी बात के होते हुए भी,—

- (क) यदि यथास्थिति उस पत्नी या पति को जो इन नियमों के अधीन निवास का आबंटिती है, ऐसे पूल से, जिसे वह नियम लागू नहीं होते उसी स्थान पर निवासीय आवास पश्चात्तवर्ती रूप में आबंटित किया जाता है, तो वह पति या पत्नी जैसी भी स्थिति हो, निवासों में से किसी को आबंटन के एक मास के भीतर अभ्यर्पित कर देगा।

परन्तु यह कि यह उपनियम वहाँ लागू नहीं होगा जहाँ पति या पत्नी किसी न्यायालय द्वारा किए गए न्यायिक पृथक्करण के आदेश के अनुसरण में अलग-अलग निवास कर रहे हैं।

(ख) जहाँ दो अधिकारी उसी स्थान पर पृथक् निवासों के अधिभोग में हैं और एक को इन नियमों के अधीन और दूसरे को उस पृथ से जिसे ये नियम लागू नहीं होते, निवास आबंटित किया गया है, एक दूसरे से विवाह कर लेते हैं, तो उनमें से कोई उन निवासों में से किसी एक को ऐसे विवाह के एक मास के भीतर अत्यपित कर देगा।

(ग) यदि निवास खंड (क) या (ख) के अधीन अत्यपित नही किया जाता है तो भारतीय संपदा सर्वेक्षण के पूल में निवास का आबंटन ऐसी अवधि की समाप्ति के पश्चात् रद्द किया गया समझा जाएगा।

अ. नि. 317—कज—4. निवासों का वर्गीकरण—(1) आबंटन के प्रयोजन के लिए निवास निम्न रूप में वर्गीकृत किए गए हैं तथा इन नियमों द्वारा अन्यथा उपबंधित के सिवाय, अधिकारी निम्न सारणी में दक्षित टाईप के निवासों के आबंटन के लिए पात्र होगा।

सारणी

निवास का टाईप	निवास के टाईप की हकदारी के लिए आबंटन वर्ष के प्रथम दिन को अधिकारी का प्रवर्ग या उसकी मासिक उपलब्धियाँ
(1)	(2)
टाईप I	950 रु. से कम, (पुनरीक्षण पूर्व)
टाईप II	1500 रु. से कम किन्तु 950 रु. से अन्यून (पुनरीक्षण पूर्व)
टाईप III	2800 रु. से कम किन्तु 1500 रु. से अन्यून (पुनरीक्षण पूर्व)
टाईप IV	3600 रु. से कम किन्तु 2800 रु. से अन्यून (पुनरीक्षण पूर्व)
टाईप V	5900 रु. से कम किन्तु 3600 रु. से अन्यून (पुनरीक्षण पूर्व)
टाईप VI	5900 रु. और उससे अधिक (पुनरीक्षण पूर्व)

(2) टाईप V या टाईप VI का पात्र कोई अधिकारी उससे ठीक नीचे के निवास के टाईप के लिए भी पात्र होगा।

अ. नि. 317—कज—5. आबंटन के लिए आवेदन—

(1) निवास के सभी टाईपों के आबंटन के लिए आवेदन उचित माध्यम द्वारा संबंधित निदेशक को ऐसे प्ररूप और रीति में तथा ऐसी तारीख तक किए जाएंगे जो इस निमित्त संबंधित निदेशक विनिर्दिष्ट करें। निदेशक नियम अ. नि. 317—कज—4 में यथा वर्गीकृत प्रत्येक टाईप के निवास के लिए प्रतीक्षा सूची रखेगा। प्रतीक्षा सूची में आबंटन पात्रता और पृथिकता की तारीखें स्पष्टतः दक्षित होगी। आबंटन अ. नि. 317—कज—6 में यथा उपबंधित पृथिकता की तारीखों के आधार पर प्रतीक्षा सूची के प्रनुसार किए जाएंगे।

(2) ऐसा अधिकारी जो भारतीय सर्वेक्षण और केन्द्रीय बेतन और सेवा कार्यस्थल या प्रादेशिक बेतन और सेवा कादलिय और भारतीय सर्वेक्षण के केन्द्रीय विद्यालय (परियोजना विद्यालय) में प्रथम नियुक्ति या स्थानान्तरण पर सेवा आरंभ करता है वह ऐसी सेवा आरंभ के एक मास के भीतर संबंधित निदेशक को विहित प्ररूप में अपना आवेदन प्रस्तुत कर सकेगा।

अ. नि. 317—कज—6. निवासों का आबंटन—

इन नियमों में अन्यथा उपबंधित के सिवाय, निवास खाली होने पर संबंधित निदेशक द्वारा अधिमान रूप में ऐसे आवेदक को, जो अ. नि. 317—कज—14 के उपबन्धों के अधीन उस टाईप के निवास का परिवर्तन चाहता है और यदि उस प्रयोजन के लिए अपेक्षित हो तो ऐसे आवेदक को जो उस टाईप में बिना निवास का है और जिसकी उस टाईप के निवास के लिए सत्र में पूर्व की पृथिकता जारी रखना है, निम्नलिखित शर्तों के अधीन रखे हुए आबंटित किया जाएगा, अर्थात्—

- संबंधित निदेशक ऐसे आवेदक को जिसके लिए वह पात्र है, उससे उच्चतर टाईप का निवास आबंटित नहीं करेगा;
- संबंधित निदेशक किसी आवेदक को, जिसके लिए वह अ. नि. 317—कज—4 के अधीन पात्र है, उससे नीचे के टाईप के निवास को स्वीकार करने के लिए विवश नहीं करेगा;
- संबंधित निदेशक किसी आवेदक द्वारा नीचे के निवास के आबंटन के लिए प्रार्थना करने पर ऐसा निवास आबंटित कर सकेगा जो उस टाईप से नीचे है जिसका कि आवेदक उसके लिए अपनी पृथिकता के आधार पर पात्र है, सिवाय उन आवेदकों के जो टाईप II के हकदार हैं।

(2) संबंधित निदेशक, अधिकारी का वर्तमान आबंटन रह कर सकेगा और उसकी उसी टाईप के वैकल्पिक निवास या आपाती परिस्थितियों में ऐसे टाईप के निवास के नीचे के टाईप का आनुकूलिक निवास, जिसमें कि अधिकारी का अधिभोग है, और यदि अधिकारी के अधिभोग का निवास खाली किए जाने के लिए अपेक्षित है, आबंटित कर सकेगा।

अ. नि. 317-कज-7. पूर्विकता आबंटन:—(1) उप निदेशक (प्रकृतिक चयन श्रेणी) और उसके ऊपर की श्रेणियों के अधिकारियों के लिए समुचित निवास आबंटित किए जा सकेंगे जिसके लिए अ. नि. 317-कज-2 द्वारा अनुसूचित फीस आबंटती द्वारा सहाय की जाएगी। यदि इनमें से कोई उम पर अधिभोग नहीं कर रहा है तो वे सुसंगत टाईप की प्रतीक्षा सूची पर के प्राधिकृत व्यक्ति को इस छत पर आबंटित किए जा सकेंगे कि वह यदि उक्त अधिकारियों में किसी के द्वारा अधिभोग के लिए अपेक्षित होगा तो तीन दिन की पूर्व सूचना पर उसे खाली कर देगा।

(2) इन नियमों में अन्तर्निहित किसी बात के होते हुए भी निम्नलिखित पुनों को संबंधित निदेशक द्वारा रखा जाएगा, अर्थात्—

(i) विवाहित महिला और एकल महिला अधिकारियों के लिए पृथक रूप से महिला अधिकारी पूल; और

(ii) पूर्विकता पूल जिसमें निम्नलिखित अधिकारी समाविष्ट होंगे, अर्थात्:—

सहायक महा सचिव, चिकित्सक अधिकारी, प्रधानाचार्य, केंद्रीय विद्यालय, परियोजना विद्यालय, भारतीय सर्वेक्षण, सुरक्षा पर्यवेक्षक, सहायक सुरक्षा पर्यवेक्षक, अग्निजलम अधिकारी, सॉफ्टवेयर फायरमैन, यान अधीक्षक, संपदा भार साधक संपदा अधिकारी ज्येष्ठ प्रबंधक, मुद्रण समूह, धम कल्याण अधिकारी, सकल प्रबंधक, मोटर ड्राइवर एवं मिस्त्री और ड्राइवर फायर बंजन, अग्निजलम कर्मचारीवृन्द रक्षक और सफाईवाले।

संबंधित निदेशक यह सुनिश्चित करेगा कि उपर्युक्त प्रत्येक प्रवर्ग से कर्मचारिवृन्द की पर्याप्त संख्या के लिए निवास का उपबंध किया गया है यदि संख्या में और उक्त टाईप के निवास संपूर्ण पूल के लिए पर्याप्त नहीं है।

स्पष्टीकरण—खंड (i) में:—

(क) "विवाहित महिला अधिकारी" से अभिप्रेत है, ऐसी महिला अधिकारी जो विवाहित जीवन व्यतीत कर रही है और जिसका अपने पति से न्यायिक पृथक्करण नहीं हुआ है;

(ग) "एकल महिला अधिकारी" से अभिप्रेत है, ऐसी महिला अधिकारी जो विवाहित महिला अधिकारी नहीं है।

(3) इन पुलों में रखे जाने वाले निवासों की संख्या और टाईपों का अवधारण भारत के महासर्वेक्षक द्वारा समय-समय पर किया जाएगा।

(4) इस नियम के अधीन निवासों के आबंटन के लिए पात्र अधिकारियों को परस्पर उपेक्षता का अवधारण निम्नलिखित रीति में किया जाएगा, अर्थात्:—

(क) महिला अधिकारियों के पूल में, उस पूर्विकता तारीख के आधार पर जिसकी ऐसा प्रत्येक अधिकारी उस पूल में निवास के टाईप के लिए पात्र हो जाता है;

(ख) पूर्विकता पूल में उस तारीख के आधार पर जिससे ऐसा प्रत्येक अधिकारी उस टाईप से संबंधित उपलब्धियां लेना प्रारम्भ करता है, जिसके लिए उस आबंटन के लिए उसके बारे में विचार किया जाता है।

(5) अधिकारी उक्त पूल में निवास आबंटन के लिए हकदार उस टाईप से भ्रगले निम्न टाईप में होंगे जिसके वे अ. नि. 317-कज 4 के उपबंधों के अधीन हकदार हैं। तथापि यह उपबंध उन अधिकारियों को लागू नहीं होगा जो पहले से ही टाईप II के निवास के हकदार हैं।

(6) संबंधित निदेशक यह सुनिश्चित करेगा कि अनुसूचित जाति और अनुसूचित जनजाति प्रवर्ग के कर्मचारिवृन्द को भारत सरकार के गहरी मामले और नियोजन मंत्रालय द्वारा समय-समय पर यथासंशोधित तारीख 25-11-87 के क. श. सं. 12035/10/84-पूल-II, द्वारा जारी किए गए आदेशों के अनुसार निवास उपलब्ध कराए जाते हैं।

(7) संबंधित निदेशक ऐसे अन्य सरकारी विभागों के कामियों को भी, जिनकी उपस्थिति संपदा के उचित अनुरक्षण और रख रखाव के लिए आवश्यक और/या अनिवार्य समझी जाती है, तो टाईप I, II और III निवासों में दो प्रतिशत से अनधिक भारत के महा सर्वेक्षक के पूर्व अनुमोदन से उपयुक्त निवासों को आबंटित कर सकेगा।

परन्तु यह आबंटन ऐसे रक्षापायों के अधीन होगा जो भारतीय सर्वेक्षण के हितों में उस समय आवश्यक समझे जाएं और संबंधित निदेशक, यदि वह ठीक समझे तो, ऐसे आबंटन को रद्द कर सकेगा।

(8) निवासों के लिए दावों की पूर्विकता का क्रम निम्नलिखित होगा:

(क) भारतीय सर्वेक्षण, केंद्रीय वेतन और लेखा कार्यालय, प्रादेशिक वेतन और लेखा कार्यालय और केंद्रीय विद्यालय परियोजना विद्यालय, भारतीय सर्वेक्षण के कामियों;

(ख) केन्द्रीय लोक निर्माण विभाग के कार्मिक ;

(ग) अन्य सरकारी विभागों के कार्मिक ।

अ. नि. 317-कज-8. अधिकारी का स्वयं रहना और रिक्त निवासों के लिए उपबंध :—(1) अब पर्याप्त समुचित निवास उपलब्ध न हो तो निम्नतर टाईप का निवास जबकि ऐसा आबंटन लोक निर्माण के हिा में फांपदेमंव समझा जाए, इस विनिर्दिष्ट समझदारी पर आबंटित किया जा सकेगा कि उस व्यक्ति/उन व्यक्तियों को, जैसे और जब समुचित निवास उपलब्ध होता है, उसमें जाना पड़ेगा। अनुज्ञप्ति फीस प्रवृत्त नियमों के अनुसार वसूल की जाएगी।

(2) अधिकारी से अपेक्षा की जाएगी कि वह निवास में स्थायी रहे, वह छुट्टी पर या किसी अन्य कारण से बाहर अधिक से अधिक छः माह के लिए संबंधित निदेशक की पूर्ण अनुज्ञा से रह सकता है, संबंधित निदेशक से यदि ऐसी अनुज्ञा नहीं ली जाती है तो आबंटन रद्द कर सकेगा और उसे बेदखल करने की व्यवस्था कर सकेगा :

परन्तु आबंटन सरकारी सेवक को प्रस्थापित कार्य-वाही के विरुद्ध कारण दशित करने का युक्तियुक्त अवसर बचा जाने के पश्चात् ही रद्द किया जाएगा।

(3) यदि कोई निवास इस कारण अनाबंटित रह जाता है कि कोई अधिकारी अधिभाग के लिए उपलब्ध नहीं है, तो संबंधित निदेशक उसे ऐसे अन्य सरकारी अधिकारी या कर्मचारी को जो केन्द्रीय सरकार के किसी अन्य विभाग में कार्य कर रहा है और जिसे वह उपयुक्त समझता है उचित प्रणाली से उसके आवेदन की प्राप्ति पर आबंटित करेगा :

परन्तु यह तब जब कि आबंटिती लिखित रूप में यह परिचय देता है जिस पर उससे विभाग ने पृष्ठांकन किया हो, कि वह विहित अनुज्ञप्ति फीस का संदाय करेगा और उसे ऐसी सूचना मिलने पर कि निवास भारतीय सर्वेक्षण के अधिकारी के प्रयोग के लिए अपेक्षित है, उस सूचना प्राप्ति की तारीख से दो माह के भीतर उसे खाली कर देगा।

(4) यदि किसी विनिर्दिष्ट टाईप के निवास के लिए आबंटन की प्रतीक्षा सूची में कोई आवेदन नहीं है, तब वह रिक्त निवास उस अधिकारी को आबंटित किया जाएगा तो अगले टाईप के लिए आबंटन की प्रतीक्षा सूची में है और जो निम्नतर टाईप के निवास का आबंटन स्वीकार करने का इच्छुक है। ऐसा आबंटन उच्चतर टाईप की प्रतीक्षा सूची में ज्येष्ठता क्रम में इस शर्त के अधीन रहते हुए किया जाएगा कि वह अधिकारी उसे उस समय खाली करने का करार करता है जबकि ऐसा समुचित टाईप का निवास उसी नियमित वारी पर उसको आबंटित कर दिया जाता है।

अ. नि. 317-कज-8. आश्रित या संबंधी को निवासों का बिना पारी के आबंटन :—(1) संबंध निदेशक ऐसे अधिकारी के पक्ष, अविवाहित पुरुष और विवाहित पत्नी को तदर्थ आधार पर निवास का आबंटन कर सकेगा जो सरकारी निवास के अधिभोग में है और अधिवर्षिता पर सेवा निवृत्त होता है या स्वेच्छया सेवा-निवृत्ति लेता है या अस्वस्थता के आधार पर सेवा-निवृत्त होता है या सेवा के दौरान मर जाता है, जो निम्नलिखित शर्तों के अधीन होगा, अर्थात् :—

(i) ऐसा आश्रित/संबंधी इन नियमों के अधीन निवास के आबंटन के लिए पात्र सरकारी कर्मचारी होगा।

स्पष्टीकरण :—इस खंड के प्रयोजन के लिए किसी मृतक अधिकारी का आश्रित या संबंधी निवास के आबंटन के लिए पात्र समझा जाएगा, यदि वह ऐसे अधिकारी की मृत्यु से एक वर्ष के भीतर किसी पात्र कार्यालय में नियोजित है।

(ii) यदि वह सेवा-निवृत्त होने वाले अधिकारी के साथ सेवा निवृत्ति की तारीख से ठीक पूर्व कम-से-कम तीन वर्ष तक निरन्तर रहता रहा हो, जिसके अन्तर्गत उस अधिकारी की स्वेच्छया सेवा निवृत्ति और अस्वस्थता के आधार पर सेवा-निवृत्ति भी है। उस अवधि के दौरान वह मकान किराया भत्ता न लेता रहा हो और आवास का आबंटन सुनिश्चित करने के लिए कोई भी मकान किराया भत्ता किसी भी परिस्थिति में वापस नहीं किया जाएगा, यदि वह ले लिया गया है।

(iii) यदि सेवा निवृत्ति, जिसके अन्तर्गत उस अधिकारी की स्वेच्छया सेवा-निवृत्ति भी है, की तारीख से पूर्व तीन वर्ष की अवधि के भीतर सरकारी सेवा में उसकी नियुक्ति हो गई है या उस अधिकारी की सेवा-निवृत्ति की तारीख से पूर्व तीन वर्ष की अवधि के भीतर सेवा-निवृत्त होने वाले अधिकारी की तैनाती के स्थान पर स्थानांतरण हो गया है तो वह तारीख जिसको वह इस प्रकार नियुक्त किया गया था या सेवा-निवृत्त होने वाले अधिकारी की तैनाती के आस्थान पर स्थानांतरण किया गया था, उपर पैरा (ii) में बतायी गयी शर्त के प्रवर्तन के प्रयोजन के लिए लागू तारीख होगी।

(iv) सेवा निवृत्त होने वाले अधिकारी या उसके कुटुंब के किसी सदस्य का तैनाती के आस्थान पर अपना कोई मकान नहीं होगा।

(v) इस अपवाद के साथ कि उन पात्र आश्रित/रिश्तेदारों को जो टाईप I और टाईप II निवासों के लिए पात्र हैं, बिना पारी के आधार पर टाईप I और टाईप II के निवास आबंटित किए जाएंगे,

पात्र आवृत्ति/रिस्तेदार गण-उसकी हकबारी एक टाईप नीचे का निवास आवंटित किया जाएगा।

- vi) संभावित आवंटित सेवा निगम होने वाले अधिकारी के विहित अपथ पत्र में साथ विहित प्रथम में संबंध निदेशक को एक आवेदन प्रस्तुत करेगा। भले ही पूर्वोक्त सभी शर्तें पूरी कर दी हों, वह तब तक आवंटन के लिए पात्र नहीं होगा जब तक कि अनुसूचित फीस, नुकसानी प्रभार और अन्य बकाए जो समय-समय पर लागू होते हों, यदि कोई हैं चुकता नहीं कर लिए जाते हैं।

(2) संबंधित निदेशक चिकित्सीय आधारों पर, जहां अधिकारी या उसके कुटुम्ब का कोई सदस्य अथवा रोग/कैंसर/हृदय रोग/शारीरिक विकलांगता से पीड़ित हो, जिसमें शारीरिक निशक्तता के निनिर्दिष्ट लक्षण/प्रतिशतता जो अनुबंधित की जाए और प्रत्येक प्रकार के रोग निशक्तता के लिए समय-समय पर जारी किए गए आदेशों में विहित प्रतिशतता उपलब्ध हो, और मुख्य चिकित्सा अधिकारी, भारतीय सर्वेक्षण/जिला चिकित्सा अधिकारी/प्रतिपक्ष सर्जन या ऐसे अन्य विशेषज्ञ की राय में कि उसके लिए यथावित्त निवास की व्यवस्था करना आवश्यक है, गृह आवंटन समिति की सिफारिश के आधार पर बिना पारी के आवंटन कर सकेगा जो निवास के प्रत्येक टाईप में कुल क्वार्टरों के पांच प्रतिशत से अधिक नहीं होगा।

टिप्पण : इस नियम के प्रयोजन के लिए हृदय रोग और शारीरिक विकलांगता की बाबत रियायत केवल स्वयं का बीमारी तक सीमित होगी और अथवा रोग/कैंसर की बाबत रियायत अधिकारियों को बीमारी और उसके अपने कुटुम्ब अर्थात् पत्नी/पति और बच्चों तक सीमित होगी।

संबद्ध संपदाओं के लिए स्थायी गृह आवंटन समिति का गठन संबंध निदेशक और भारत के महासर्वेक्षक द्वारा समय-समय पर नाम निर्दिष्ट दो अन्य अधिकारियों को मिलाकर होगा।

संबंधित चिकित्सा प्राधिकारियों की चिकित्सीय सिफारिशों पर उनके गुण-दोष के आधार पर विचार किया जाएगा। ऐसे कोई भी आज्ञापक आदेश नहीं हो सकते कि उनकी राय और विचार स्वीकार किए ही जाएंगे।

- (i) गृह आवंटन समिति की तीन मास में कम एक बार बैठक होगी और बिना पारी के आवंटन के लिए आवेदनों पर विनिश्चय करेगी। ऐसे आवेदकों को उनके आवेदन गृह आवंटन समिति द्वारा स्वीकार या अस्वीकार किए जाते हैं, सम्यक रूप में और व्यक्तिगत रूप से विनिश्चय की सूचना दी जाएगी। उन आवेदकों की, जिनको बिना पारी आवंटन के लिए मंजूरी दी जाती है, सूची उनके आवेदकों को प्राप्ति की

तारीख के अनुसार व्यवस्थित की जाएगी और सूचना पट्ट पर लगा दी जाएगी।

- (ii) अपील—गृह आवंटन समिति के विनिश्चय के विरुद्ध किसी अपील का विनिश्चय महा सर्वेक्षक द्वारा किया जाएगा और ऐसे मामले में उसका विनिश्चय अंतिम माना जाएगा।
- (iii) यदि कोई अपील महा सर्वेक्षक द्वारा स्वीकार कर ली जाती है तो उसका नाम भी गृह आवंटन समिति द्वारा उच्च बैठक में जिसमें आवेदक का मामला मंजूर किया गया था, अनुमोदित अंतिम नाम के नीचे सूची में नोट किया जाएगा।
- (iv) जब पदीयों की आवंटन के लिए बिना पारी के आधार पर नियम उपलब्ध हो तो उनका आवंटन ऊपर (i) में निर्दिष्ट प्रभाव सूची के क्रम से आवंटित किया जाएगा।
- (v) बिना पारी के आधार पर किए गए किसी आवेदन के अस्वीकार किए जाने पर संबंधित अधिकारी का नाम बिना पारी के निवासी के आवंटन के लिए प्रतिस्था सूची में हटा दिया जाएगा। तथापि ऐसे मामलों में जहां प्रभावी पदीय से प्राप्त अभ्यावेदन पर, गृह आवंटन समिति मंजूरी को पुनर्जीवित करने का विनिश्चय करती है वहां उस पदीय को बिना पारी के आधार पर निवास पुनः आवंटित किया जाएगा।
- (vi) ऐसे मामलों में जहां बिना पारी आवंटन गृह आवंटन समिति द्वारा मंजूर किया गया है किन्तु वास्तविक आवंटन मंजूरी की तारीख से छः मास के भीतर नहीं किया गया है, वहां आवंटन समिति द्वारा छः मास की समाप्ति पर उसका पुनर्विलोकन किया जाएगा और उन पदीयों के नामों की अनुमोदित प्रतीक्षा सूची में हटा दिया जाएगा जिनके मामलों में बिना पारी के आवंटन के लिए अपेक्षा करने वाली परिस्थितियां हो सकती हैं परिवर्तित हो गई हों और परिवर्तित परिस्थितियों में बिना पारी आवंटन व्यायमगत न हो।

- (3) रिक्त होने वाला प्रत्येक तीसरा निवास निम्नलिखित के कारण बिना पारी के आधार पर आवंटन के लिए आरक्षित किया जाएगा (क) आवंटन ऐसे अधिकारियों के निकट संबंधी को किया जाएगा जो उपनियम (1) में अतिरिक्त उपबंधों के अनुसार सकारात्मक ने अधिर्भाषिता प्राप्त कर लेता है या स्वच्छता आधार पर सेवा निवृत्ति लेता है या सरकारी सेवा को दौरान मर जाता है और (ख) चिकित्सीय आधारों पर जहां अधिवारी या उसके कुटुम्ब को कोई (जहां बिना पारी के आवंटन के लिए गुरुवार, अनुसूचितों के

अधीन हकदार होते हैं) उपनियम (2) के उपबंधों के अनुसार श्वेत रोग/कैंसर/हृदय रोग/शारीरिक निष्पक्षता से पीड़ित हैं। यह आरक्षण इस शर्त के अधीन होगा कि इस प्रकार आरक्षित निवासी की संख्या बिना पारी के आबंटन के लिए प्रतीक्षा सूची में पदीयों की संख्या से अधिक नहीं होगी। यदि कोई बिना पारी आबंटन लब्ध नहीं है तो वह आरक्षित निवास सत्कारण प्रवर्ग के अधीन आबंटन के लिए चला जाएगा।

(4) अनुसूचित जाति और अनुसूचित जनजाति के कर्मचारियों के आवास के आरक्षण के संबंध में आबंटन, ऐसे कर्मचारियों या कर्मचारियों के किसी अन्य प्रवर्ग को जारी किए गए आरक्षण आदेशों की सीमा तक और ऐसे शर्तों के अधीन जो सरकार द्वारा समय-समय पर विनिर्दिष्ट की जाए, किए जाएंगे।

(5) आबंटित किए जाने वाले निवास के टाईप का अवधारण करने के लिए बिना पारी के आबंटन के लिए आवेदन प्रस्तुत किए जाने के समय अधिकारी द्वारा लिए जाने वाली उपलब्धियों की ध्यान में रखा जाएगा। सभी लब्ध बिना पारी मंजूरीयों के लिए जिनके लिए एक वर्ष के भीतर आबंटन नहीं किया गया है, ऐसे बेतन पुनर्दीक्षण का, यदि कोई हो, जो उस अवधि के दौरान किया गया हो, आबंटित किए जाने वाले निवास के टाईप का अवधारण करने के लिए लेखा दिया जाएगा।

(6) ऐसे अधिकारियों को, जिनको बिना पारी आबंटन की मंजूरी दी गई है, उनके हक में एक वर्ग नीचे का निवास दिया जाएगा। सीधे शर्ती किए गए व्यक्तियों जो निवृत्तीय और सहबद्ध काइरों में विभाग में सेवा प्रारंभ करते हैं और जो टाईप II के काइरों के लिए हकदार हैं, बिना बारी के आधार पर टाईप II, निवास दिया जाएगा टाईप II निवासों के हकदार पदीयों को जो एक बार टाईप निवास के लिए पात्र थे बिना बारी के आधार पर टाईप II निवास दिया जाएगा।

अ. नि. 317-कज-10. आबंटन या प्रस्थापना की अस्वीकृति या स्वीकृति के पश्चात् आबंटित निवास पर अधिकार करने की असफलता :—(1) यदि अधिकारी आठ दिन के भीतर निवास आबंटन को स्वीकार नहीं करता है या स्वीकृति के पश्चात् आबंटन के पत्र की प्राप्ति के आठ दिन के भीतर उस निवास का कब्जा नहीं ले लेता है, तो वह दूसरे आबंटन के लिए आबंटन पत्र के जारी करने की तारीख से एक वर्ष की अवधि के लिए पात्र नहीं होगा।

(2) यदि कोई अधिकारी जो निम्न स्तर टाईप के निवास का अधिकार कर रहा है उसे उस टाईप का निवास, जिसके लिए वह नियम 317-कज-1 या 317-कज-6(iii) के अधीन पात्र है या जिसके लिए उसने इन नियमों के अधीन आवेदन किया है, आबंटित किया जाता है या प्रस्थापित किया जाता है उसे उक्त आबंटन या आबंटन की

प्रस्थापना के इन्कार पर अनुज्ञा दी जा सकेगी कि वह निम्नलिखित शर्तों पर पूर्वत आबंटित निवास में बसा रहे, अर्थात्

(क) ऐसा अधिकारी उच्चतर टाईप के निवास के आबंटन के लिए आबंटन पत्र जारी होने की तारीख से छः मास की अवधि के लिए दुभरे आबंटन का पात्र नहीं होगा ;

(ख) वर्तमान निवास को प्रतिधारित करते हुए उसने वही अनुसूचित पीस प्रधारित की जाएगी जिसका उसे मूल नियम 45क के अधीन इस प्रकार आबंटित या प्रस्थापित निवास की बावत संदाय करना पड़ता था जो उसके पहले के अधिकार, के निवास के संबंध में संवेय प्रमुखता पीस है उनमें से जो भी उच्च हो।

अ. नि. 317-कज-11. वह अवधि जिसके लिए आबंटित अस्तित्व में रहता है और आगे प्रतिधारण के लिए रियायती अवधि :—(1) आबंटन उस तारीख से प्रभावी होगा जिससे वह अधिकारी द्वारा स्वीकृत किया जाता है और तब तक प्रभावी रहेगा जब तक,—

(क) अधिकारी पात्र-कार्यालय में कर्तव्य पर नहीं रह जाता है, उसके पश्चात् उपनियम (2) के अधीन अनुज्ञेय रियायती अवधि समाप्त नहीं हो जाती;

(ख) संबंधित निर्देशक द्वारा वह रद्द नहीं किया जाता है या इन नियमों के किसी उपबंध के अधीन रद्द किया हुआ नहीं समझा जाता है ;

(ग) अधिकारी द्वारा वह अग्रपिप्त नहीं किया जाता है; या

(घ) अधिकारी निवास की अधिकार में नहीं रखता है।

(2) उपनियम (3) के अधीन रहते हुए अधिकारी को आबंटित निवास निम्न सारणी के स्तम्भ 1 में विनिर्दिष्ट घटनाओं में से किसी के होने पर उसके स्तम्भ 2 में की तत्त्वानी प्रविष्टियों में विनिर्दिष्ट अवधि के लिए रखा जा सकेगा परन्तु यह तब जबकि निवास अधिकारी या उसके कुटुम्ब के सदस्यों के सद्भाविक प्रयोग के लिए अपेक्षित हो।

सारणी

घटनाएं	निवास के प्रतिधारण के लिए अनुज्ञेय अवधि
1	2
(1) पदत्याग, पदभ्युति या सेवा से हटाया जाना, सेवा की समाप्ति या अनुज्ञा के बिना अग्रपिप्त अनुपस्थिति।	एक मास

- (2) सेवा निवृत्ति या सेवान्त छुट्टी सामान्य अनुज्ञप्ति फीस पर दो मास और सामान्य अनुज्ञप्ति फीस के दोगुने पर और दो मास ।
- (3) आबंटित की मृत्यु चार मास
- (4) वर्तमान स्थान से बाहर दो मास स्थान को स्थानांतरण
- (5) आस्थान में किसी अपात्र दो मास कार्यालय को स्थानांतरण
- (6) भारत में विदेश सेवा के लिए प्रस्थान पर दो मास
- (7) भारत में अस्थायी स्थानांतरण या भारत के बाहर किसी स्थान को स्थानांतरण चार मास
- (8) छुट्टी (पूर्व सेवा निवृत्ति छुट्टी, इंकार की गई छुट्टी सेवान्त छुट्टी, चिकित्सीय छुट्टी, प्रसूति छुट्टी या अध्ययन छुट्टी में (भिल) छुट्टी की अवधि के लिए, किन्तु चार मास में अधिक नहीं ।
- (9) प्रसूति छुट्टी प्रसूति छुट्टी की अवधि के लिए तथा आगे बढ़ाई गई अवधि के लिए, जो पांच मास में अधिक न हो ।
- (10) मूल नियम 86 के अधीन पूर्व सेवा निवृत्ति की दशा दी गई पूर्व सेवा निवृत्ति में अधिकतम 180 दिन छुट्टी या इंकार की गई और अन्य दशाओं में चार छुट्टी या ऐसे सरकारी मास के अधीन रहने हुए, सेवक, जो मूल नियम जिसमें सेवा निवृत्ति की 56(अ) के अधीन सेवा दशा में अनुज्ञेय अवधि निवृत्त हुए हैं को दी गई सम्मिलित है पूर्ण औसत वेतन पर छुट्टी की पूरी अवधि के लिए ।
- (11) भारत में या भारत के बाहर अध्ययन छुट्टी (क) यदि अधिकारी उसकी हकदारी के नीचे के आवास के अधिभोग में हो तो अध्ययन छुट्टी की संवर्ण अवधि के लिए ।
(ख) यदि अधिकारी के अधिभोग में उसकी हकदारी की टाईप का आवास है तो अध्ययन छुट्टी की अवधि के लिए किन्तु छः मास में अधिक नहीं; परन्तु यह कि जहां अध्ययन छुट्टी छः मास में अधिक की हो जाती है तो छः मास की समाप्ति पर या अध्ययन छुट्टी के प्रारंभ की तारीख से यदि वह ऐसा चाहता है तो उसकी हकदारी से एक टाईप नीचे का अनुकल्पित आवास आबंटित किया जा सकेगा ।
- (12) भारत के बाहर प्रतिनियुक्ति प्रतिनियुक्ति की अवधि के लिए किन्तु छः मास में अधिक नहीं ।
- (13) चिकित्सीय आधार पर छुट्टी की पूरी अवधि छुट्टी
- (14) प्रशिक्षण के लिए प्रस्थान प्रशिक्षण की पूरी अवधि के लिए ।
- स्पष्टीकरण I —जहां भारत में स्थानांतरण या विदेश सेवा में किसी अधिकारी को छुट्टी मंजूर की जाती है और वह नए कार्यालय में सेवा प्रारंभ करने के पूर्व उसका उपभोग करता है उसे मद (iv), (v), (vi) और (vii) में उल्लिखित अवधि के लिए या छुट्टी की अवधि के लिए, जो भी अधिक हो, निवास को रखने की अनुज्ञा दी जा सकेगी ।
- स्पष्टीकरण II— जहां भारत में विदेश सेवा पर स्थानांतरण का आदेश किसी ऐसे अधिकारी को दिया जाता है जो कि पहले से ही छुट्टी पर है तो स्पष्टीकरण के अधीन अनुज्ञेय अवधि की संगणना ऐसे आदेश के जारी करने की तारीख से की जाएगी ।
- (3) जहां निवास उपनियम (2) के अधीन प्रतिस्थापित धारित किया जाता है तो आबंटन अनुज्ञेय रियायती अवधियों की समाप्ति के पूर्व तब तक रद्द हुआ समझा जाएगा जब तक कि उसकी समाप्ति पर तुरन्त अधिकारी पात्र कार्यालय में सेवा पुनः प्रारंभ न करे ।
- (4) जहां अधिकारी बिना वेतन और भत्तों के विकल्पीय छुट्टी पर है, वह उपनियम 8(2) के नीचे की सारणी में मद (xiii) के अधीन रियायत के आधार पर अपना निवास प्रतिधारित कर सकेगा ।
- परन्तु यह जब कि वह ऐसे निवास की अनुज्ञप्ति फीस तकद रूप में प्रति मास भेजता रहे और जहां वह दो मास में अधिक के लिए ऐसी अनुज्ञप्ति फीस भेजने में असफल रहता है, आबंटन रद्द हो जाएगा ।
- (5) ऐसा अधिकारी जिसने उपनियम (2) के नीचे की सारणी के मद (i) या मद (ii) के अधीन रियायत के आधार पर निवास की प्रति धारित किया है किसी पात्र

कार्यालय में पुनर्नियोजन पर उक्त सारणी में विनिर्दिष्ट अवधि के भीतर उस निवास को प्रतिधारित करने का हकदार होगा और यह उक्त नियमों के अधीन निवास के किसी और आबंटन के लिए भी पात्र होगा।

परन्तु यह कि जब ऐसे पुनर्नियोजन पर अधिकारी की उपलब्धियाँ उसके द्वारा अधिभोग किए गए टाईप के निवास का उस हकदार नहीं बनाती है, उसे निम्नतर टाईप का निवास आवंटित किया जाएगा।

(6) उपनियम (2) या उपनियम (3) या उपनियम (5) में किसी बात के होते हुए भी जब कोई अधिकारी पदच्युत किया जाता है तो या सेवा में हटाया जाता है या जब उसकी सेवा समाप्त कर दी जाती है और उस कार्यालय में जिसमें कि ऐसा अधिकारी ऐसी पदच्युति या हटाए जाने या सेवा समाप्त किए जाने के ठीक पूर्व नियोजित था, की वास्तविक विभाग के प्रधान का यह समाधान हो जाता है कि ऐसा करना लोकहित में आवश्यक है और समीचीन है, वह संबंधित निदेशक से ऐसे अधिकारी को किए गए निवास का आबंटन तुरन्त या उपनियम (2) के नीचे सारणी के मद (i) में निर्दिष्ट एक मास की अवधि की समाप्ति के पूर्व की तारीख से जैसा कि वह निर्दिष्ट करे, रद्द करने के लिए अपेक्षा कर सकेगा और संबंधित निदेशक तदनुसार कार्य करेगा।

अ.नि. 317-कज-12. अनुज्ञप्ति फीस से संबंधित उप-बन्ध (i) जहां निवास का या आनुकूलिक निवास का आबंटन स्वीकृत किया जा चुका है, अनुज्ञप्ति फीस का दायित्व अधिभोग की तारीख से या आबंटन पत्र की प्राप्ति की तारीख के आठवें दिन से जो भी पूर्वतर हो, प्रारंभ होगा।

ऐसा अधिकारी जो स्वीकृति के पश्चात् आबंटन पत्र प्राप्ति की तारीख से आठवें दिन के भीतर उस निवास का कब्जा नहीं लेता है उससे अनुज्ञप्ति फीस उस तारीख से बारह दिन की अवधि तक के लिए ली जाएगी।

परन्तु इससे की कोई बात उस दशा में लागू नहीं होगी जब कि केन्द्रीय लोक निर्माण विभाग यह प्रमाणित करे कि निवास उस समय तक अधिभोग के लिए तैयार नहीं था और उसके परिणामस्वरूप अधिकारी ने पूर्वोक्त अवधि के भीतर निवास का कब्जा नहीं लिया।

(2) जहां अधिकारी को, जो निवास के अधिभोग में है, एक दूसरा निवास आवंटित किया जाता है और वह नए निवास का अधिभोग कर लेता है तो पूर्व निवास का आबंटन नए निवास के अधिभोग की तारीख से रद्द हुआ समझा जाएगा तथापि वह नए निवास में जाने के लिए आठ दिन की अवधि के लिए सामान्य अनुज्ञप्ति फीस के संशोधन पर पूर्ववर्ती निवास प्रतिधारित कर सकेगा।

परन्तु यदि पूर्वोक्त पश्चात्पूर्वी तारीख तक पूर्ववर्ती निवास खाली नहीं किया जाता है तो वह अधिकारी निवास के उपयोग और अधिभोग को ऐसी नुकसानियों, सेवाओं, कर्मचारियों और उद्यान प्रभारों के लिए, जो सरकार द्वारा समय-

समय पर अधिधारित किए जाएं, बाढ़ वाले निवास का कब्जा लेने की तरीका से संदाय करने का दायी होगा।

(3) जहां कोई सरकारी आवास केन्द्रीय सरकार कर्मचारी उपभोक्ता सहकारी सोसाइटियों को आवंटित किया जाता है वहां 1/- रु. प्रतिमास की अभिहित अनुज्ञप्ति फीस और सेवा प्रभार समय-समय पर सरकार द्वारा किए गए संशोधनों के साथ निर्माण और आवास मंत्रालय संपदा निदेशालय (पॉलिसी सेल) की तारीख 4 दिसम्बर, 1970 के शा. सं. 18013(1)/68-पॉल-I में दिए गए व्यौरों के अनुसार वसूल किए जाएंगे।

(4) जहां कोई सरकारी निवास स्थान मान्यता प्राप्त क्लबों और संगमों को आवंटित किया जाता है वहां मूल नियम 45-क के अधीन पूरी मानक अनुज्ञप्ति फीस और सेवा प्रभार समय-समय पर संशोधित निर्माण और आवास मंत्रालय के तारीख 2 अप्रैल, 1960 के शा. सं. 12/110/58-एसीसी-I द्वारा विहित विस्तृत प्रक्रिया के अनुसार वसूल किए जाएंगे।

(5) जहां कोई सरकारी कार्यालय आवास केन्द्रीय सरकार के कर्मचारियों के किसी मान्यता प्राप्त संगम/संघों को आवंटित किया जाता है वहां मूल नियम 45-क के अधीन मानके अनुज्ञप्ति फीस और सेवा प्रभार, समय-समय पर संशोधित संपदा निदेशालय की नई दिल्ली की तारीख 25-4-69 के का.शा. सं. 18011(6)/68-पॉल-I में अंतर्विष्ट आदेशों के अनुसार वसूल किए जाएंगे।

(6) जहां कोई फ्रेक्च्युनिटी हॉल, मनोरंजन केन्द्र या क्लब बिल्डिंग्स आवंटित की जाती है, वहां अनुरक्षण और मरम्मत सेवा-प्रभार और ऐसे अन्य तत्वों की वास्तविक लागत को पूरा करने वाली अनुज्ञप्ति फीस समय-समय पर संशोधित निर्माण और आवास मंत्रालय के तारीख 2 अप्रैल, 1960 के शा. सं. 12/110/58-एसीसी-I के पैरा 4 में अंतर्विष्ट आदेशों के अनुसार वसूल की जाएगी।

अ.नि. 317-कज-13. निवास के खाली होने तक अनुज्ञप्ति फीस के संशय के लिए अधिकारी का व्यक्तिगत दायित्व और अम्बार्ड अधिकारियों द्वारा प्रतिभूति का लिया जाना।

(1) अधिकारी जिसे निवास आवंटित किया गया है उस अवधि के दौरान जिसके लिए निवास उसको आवंटित किया गया है और उसकी आवंटित रहता है या जहां आवंटन इन नियमों के उपबंधों में से किसी के अधीन रद्द किया जा चुका है तो उस अवधि तक के लिए जब तक कि निवास उससे लेने हुए उपग्रहों के साथ खाली न किया गया हो; उसकी फीस और उसका पूरा खाली कब्जा सरकार को पुनः वापस न किया गया हो, उसकी अनुज्ञप्ति फीस के लिए तथा सरकार द्वारा दिए गए कर्मचारियों फिक्सचर, या फिजिक्स या सेवाओं में, उचित टूट-फूट के प्रतिरिक्त की गई नुकसानी के लिए व्यक्तिगत रूप से दायी होगा।

(2) जहाँ अधिकारी जिस निवास आबंटित किया गया है, न स्थायी न स्थायित्व अधिकारी है वह ऐसे निवास, सेवाओं और उसके बदल दिए गए दूसरे किसी निवास की बाबत उसकी शोध अनुज्ञप्ति फीम और अन्य प्रधारों के सम्यक् संदाय के लिए ऐसे प्रतिभूति सहित, जो केन्द्रीय सरकार के अधीन सेवा करने वाले स्थायी अधिकारी होगा, केन्द्रीय सरकार द्वारा इस निमित्त विहित प्ररूप में प्रतिभूति बंधपत्र निष्पादित करेगा।

(3) यदि प्रतिभूति सरकारी सेवा में नहीं रह जाता है या दिवालिया हो जाता है या किसी अन्य कारणों से उपलब्ध नहीं हो पाता है या अपनी गारंटी वापस ले जाता है तो अधिकारी ऐसी घटना या तथ्य को अपनी जानकारी की तारीख से तीस दिन के भीतर दूसरे प्रतिभूति द्वारा निष्पादित तबीन बंधपत्र देगा और यदि वह ऐसा करने में असफल रहता है तो उसको दिए गए निवास का आबंटन जब तक कि संबंधित निदेशक के द्वारा अन्यथा विनिश्चित न किया जाए, उस घटना की तारीख से रद्द किया गया समझा जाएगा।

(4) अनुज्ञप्ति फीम भारतीय सर्वेक्षण के आहरण और संवितरण अधिकारी द्वारा संबंधित निदेशक द्वारा दिए गए मांग विवरण के प्राधिकार पर संबंधित अधिकारी के बतन विशेषों में वसूल की जाएगी। संबंधित निदेशक द्वारा मांग विवरण में विनिर्दिष्ट रकम संबंधित सरकारी सेवक को पूर्व निर्दिष्ट किए बिना पूरी वसूल की जाएगी।

अ.नि. 317-कज-14. आबंटन का अभ्यर्पण और अवधि (1) अधिकारी किसी समय आबंटन का अभ्यर्पण ऐसी सूचना देने द्वारा कर सकेगा जो निवास के खाली करने की तारीख से पूर्व कम से कम दस दिन के भीतर संबंधित निदेशक को पहुंच जाए। निवास का आबंटन उस दिन के पश्चात् प्यारहवें दिन से जिस दिन पर संबंधित निदेशक को प्राप्त होता है या पाव से विनिर्दिष्ट तारीख से जो भी बाद की हो, रद्द हुआ समझा जाएगा। यदि वह ऐसी सम्यक् सूचना देने में असफल रहता है तो वह दस दिन के लिए या ऐसे दिनों के लिए जो उसके द्वारा दी गई सूचना से दस दिन से कम पड़ने हैं अनुज्ञप्ति फीम के संदाय के लिए उत्तरदायी होगा।

परन्तु यह कि संबंधित निदेशक कम अवधि की सूचना स्वीकार कर सकेगा यदि उसका समाधान हो जाता है कि विहित सूचना आबंटित के नियंत्रण के परे की परिस्थितियों के कारण नहीं दी जा सकती थी।

(2) अधिकारी जो उपनियम (1) के अधीन निवास अस्थापित करता है उस पर पुनः उनी आस्थान पर सरकारी निवास के आबंटन के लिए ऐसे अभ्यर्पण की तारीख से एक वर्ष की अवधि के लिए विचार नहीं किया जाएगा।

अ.नि. 317-कज-15. निवास का परिवर्तन—(1) अधिकारी जिसे इन नियमों के अधीन निवास आबंटित किया जा चुका है, वह उसी टाईप के दूसरे निवास के परिवर्तन के लिए आवेदन कर सकेगा। अधिकारी को आबंटित किए गए

एक टाईप के निवास की बाबत एक से अधिक परिवर्तन अनुज्ञा नहीं किया जाएगा।

(2) परिवर्तन की प्रस्थापना संबंधित निदेशक के कार्यालय में प्राप्त उसके आवेदन की प्राप्ति की तारीख के क्रम में की जाएगी।

परन्तु यह कि अधिवर्षिता के ठीक पूर्ववर्ती तारीख के छः मास की अवधि के दौरान किसी भी निवास का परिवर्तन नहीं किया जाएगा।

(3) यदि अधिकारी उसको प्रस्थापित निवास के परिवर्तन की ऐसी प्रस्थापना या आबंटन के जारी करने के पांच दिन के भीतर स्वीकार करने में असफल रहता है तो उस पर उस टाईप के निवास के परिवर्तन के लिए पुनः विचार नहीं किया जाएगा।

(4) ऐसे अधिकारी पर, जो निवास के परिवर्तन को स्वीकार करने के पश्चात् उसका कब्जा लेने में असफल रहता है, पहले से उसके कब्जे के निवास के लिए, जिसका आबंटन अस्तित्व में बना रहेगा, मूल नियम 45क के अधीन प्रसामान्य अनुज्ञप्ति फीम के अनिवार्य अ.नि. 317-कज-12 के उपनियम (1) के उपबंधों के अनुसार उस पर ऐसे निवास के लिए अनुज्ञप्ति फीम प्रभारित की जाएगी।

अ.नि. 317-कज-16. निवासों का परस्पर विनिमय—दो अधिकारी, जिन्हें इन नियमों के अधीन उसी आस्थान पर उसी टाईप के निवास आबंटित किए गए हैं, यहां अपने निवास के परस्पर विनिमय की अनुज्ञा के लिए आवेदन संबंधित निदेशक को कर सकेंगे। परस्पर विनिमय के लिए अनुज्ञा अनुदान की जा सकेगी यदि दोनों अधिकारियों के बारे में युक्तियुक्त रूप से कर्तव्य पर होने और ऐसे विनिमय के अनुमोदन की तारीख से कम से कम छः मास के लिए परस्पर विनिमय किए गए निवास में निवास करने की आशा की जाए।

अ.नि. 317-कज-17. स्थानांतरण—यदि अधिकारी का स्थानांतरण किसी वर्ष के शैक्षणिक सत्र के मध्य में हो जाता है और इन नियमों के अधीन उसको आबंटित निवास उनके बच्चों की सम्भावना शैक्षिक आवश्यकताओं के लिए अ.नि. 317-कज-11 के अधीन रियायती अवधि से अधिक के लिए कुटुम्ब द्वारा अशेषित हो, तो वह प्रार्थना किए जाने पर अनुज्ञप्ति फीम की सपाट दर के दुप्पे के संदाय पर अपने बच्चों के चालू शिक्षा सत्र के अंत तक उस आस्थान पर निवास प्रतिधारित करने के लिए अनुज्ञात किया जा सकेगा जहां इस नियम के अधीन निवास प्रतिधारित किया जाता है, चालू शैक्षिक सत्र की समाप्ति पर आबंटन रद्द समझा जाएगा।

अ.नि. 317-कज-18. निवासों के अनुरक्षण के लिए दायित्व (1) अधिकारी जिसे निवास आबंटित किया गया है निवारण और परिमर्गों को संबंधित निदेशक के समाधानप्रद रूप में स्थूल दशा में रखेगा। ऐसा अधिकारी संबंधित

निदेशक, सरकार या केन्द्रीय लोक निर्माण विभाग द्वारा जारी किए गए अनुदेशों के विपरीत परिसरों में, स्थायी या अस्थायी कोई परिवर्तन या परिवर्तन नहीं करेगा या कोई वृक्ष छाड़ी या पौधा नहीं उगाएगा या संबंधित निदेशक की लिखित पूर्व अनुज्ञा के बिना निवास में संलग्न बाग सहन या अहाने में विद्यमान किसी वृक्ष को नहीं काटेगा या उसकी काट-छाट नहीं करेगा। इस नियम के उल्लंघन में अप्राधिकृत रूप से परिनिर्मित कोई संरचना या उगाए गए वृक्ष बागान या बनस्पति संबंधित निदेशक द्वारा संबंधित अधिकारी की जोखिम और खर्च पर कटवाए जा सकेगा।

(2) अधिकारी से, जिसे निवास आवंटित किया गया है जब वह निवास के अधिभोग में प्रवेश करता है और जब उसे खाली करता है, यह अपेक्षा की जाएगी कि वह फिक्चर और फर्नीचर (निवास में जब यदि दिया गया हो) और फिटिंग्स की वस्तु सूची पर हस्ताक्षर करे।

(3) अधिकारी जिसको निवास आवंटित किया गया है वह किसी प्रकार के जानवर को उसके अन्दर या उसके समीप नहीं रखेगा।

अ.नि.317-कज-19. निवासों का उप पट्टे पर देना और उसमें साथ रहने देना—(1) कोई अधिकारी उसको आवंटित निवास या किसी उपगृह और गराज में सिवाय केन्द्रीय सरकार के उन कर्मचारियों के, जो इन नियमों के अधीन निवास के आवंटन के लिए पात्र है साथ नहीं रखेगा। सेवकों के निवास उपगृह, गराज और अस्तबल सद्भावी प्रयोजनों के लिए हों जिसमें आवंटित के सेवक का निवास है और ऐसे अन्य प्रयोजनों के लिए, जो संबंधित निदेशक द्वारा अनुज्ञात किए जाएं प्रयोग लिए जा सकेंगे।

परन्तु निवास में साथ रहने देना केवल संबंधित निदेशक की पूर्व अनुज्ञा द्वारा ही अनुज्ञात किया जा सकेगा।

(2) कोई अधिकारी अपने संपूर्ण निवास को उप पट्टे पर नहीं देगा।

परन्तु छुट्टी पर प्रस्थान करने वाला अधिकारी ऐसे किसी अधिकारी को, जो सरकारी निवास में साथ रहने के लिए पात्र हो सहायक के रूप में नियम अ.नि. 317-कज-11 में विनिर्दिष्ट अवधि के लिए किन्तु छः मास से अधिक नहीं होगी आवाम सुविधा प्रदान कर सकेगा।

(3) अधिकारी जो अपने निवास में साथ रहने देता है या उसको उप-पट्टे पर देता है वह अपने स्वयं की जोखिम और उत्तरदायित्व पर ऐसा करेगा और निवास की वास्तु संरक्षण किसी अनुज्ञप्ति फीस, निवास या इसकी प्रसीमाओं या क्षेत्र, सरकार द्वारा उसमें दी गई सेवाओं में उचित टट-फूट के परे कारित किसी नुकसानी के लिए व्यक्तिगत रूप से उत्तरदायी बना रहेगा।

अ.नि.317-कज-20. नियमों और शर्तों के भंग करने के परिणाम (1) यदि अधिकारी जिसे निवास आवंटित किया

गया है अप्राधिकृत रूप से निवास को उप पट्टे पर देता है या हिस्सेदार से ऐसी दर पर किया प्रभारित करता है जिसे संबंधित निदेशक अत्यधिक समझता है या निवास के किसी भाग में कोई अप्राधिकृत संरचना का परिनिर्माण करता है या कोई पशु या पालतू जानवर रखता है या निवास उसके किसी भाग को किसी ऐसे प्रयोजन में, जिसके लिए वह बना है, भिन्न प्रयोजन के लिए प्रयोग करता है या बिजली या जल व्यवस्था में हस्तक्षेप करता है या नियमों या आवंटन के निबंधनों और शर्तों को भंग करता है या निवासों या परिसरों को ऐसे प्रयोजन के लिए जिसे संबंधित निदेशक अनुचित समझता है, प्रयोग करता है या प्रयोग करने के लिए अनुज्ञा देता है या ऐसी रीति में व्यवहार करता है जो उसके राय में उसके पड़ोसियों के साथ सामंजस्यपूर्ण संबंधों के बनाए रखने में प्रति कूल प्रभाव डालने वाली है या जानबूझकर आवंटन प्राप्त करने की दृष्टि से किसी आवेदन या लिखित कथन में गलत सूचना देता है, तो संबंधित निदेशक किसी अन्य अनुज्ञासमतात्मक कार्रवाई पर जो उसके विरुद्ध की जाए प्रतिकूल प्रभाव डाले बिना निवास के आवंटन को रद्द कर सकेगा।

परन्तु अधिकारी का आवंटन तब तक रद्द नहीं किया जाएगा, जब तक कि उसको व्यक्तिगत रूप से सूने जाने का अवसर प्रदान न कर दिया गया हो।

स्पष्टीकरण: इस उपनियम में अधिकारी पद के अंतर्गत, जब तक कि संदर्भ में अप्रत्यक्ष अपेक्षित न हो, उसके कुटुम्ब का सदस्य और अधिकारी के माध्यम से दवा करने वाला कोई अन्य व्यक्ति, आते हैं।

(2) यदि अधिकारी उसको आवंटित निवास या उसके किसी भाग या उसमें अनुलग्न किसी उपगृह और गराज को इन नियमों के उल्लंघन में उप पट्टे पर देता है तो उससे ऐसी किसी कार्रवाई पर, जो उसके विरुद्ध की जाए, प्रतिकूल प्रभाव डाले बिना मूल नियम 45 के अधीन अनुज्ञप्ति फीस की सपाट दर से चार गुने से अप्रधिक बड़ी हुई अनुज्ञप्ति फीस प्रभारित की जाएगी। वसूल की जान वाली अनुज्ञप्ति फीस की मात्रा और वह अवधि जिसके लिए वह वसूल की जाएगी संबंधित निदेशक द्वारा प्रत्येक दशा में गुणा व गुण पर विनिर्दिष्ट की जाएगी। इसके अतिरिक्त अधिकारी को भविष्य में ऐसी विनिर्दिष्ट अवधि के लिए जो संबंधित निदेशक द्वारा विनिर्दिष्ट की जाए, निवास में हिस्सेदार बनाने के लिए विवर्जित कर दिया जाएगा।

(3) जहां आवंटित द्वारा परिसरों को अप्राधिकृत रूप से उप पट्टे पर देने या आवंटन के किसी नियमों, निबंधनों और शर्तों को भंग करने के कारण आवंटन को रद्द करने की कार्रवाई की गई है, आवंटित और किसी ऐसे व्यक्ति को, जो उसके साथ निवास कर रहा हो, साठ दिन की अवधि परिसरों को खाली करने के लिए अनुज्ञा की जाएगी। आवंटन परिसर को खाली करने की तारीख से या आवंटन के रद्द करने के लिए आदेशों की तारीख से साठ दिन की अवधि की समाप्ति में, जो भी पूर्वतर हो, रद्द हो जाएगा।

(4) जहाँ निवास का आवंटन पड़ोसियों के साथ सामंजस्यपूर्ण संबंधों के बनाए रखने पर प्रतिकूल प्रभाव डालने के आचरण के कारण रद्द किया जाता है, अधिकारी को संबंधित निदेशक के विवेक पर किसी अन्य स्थान पर उसी वर्ग का दूसरा निवास आवंटित किया जा सकेगा।

(5) संबंधित निदेशक उपनियम (1) से (4) के अधीन सभी या उनमें से कोई कार्रवाई करने के लिए सक्षम होगा और उस अधिकारी को जो नियमों और उसके द्वारा जारी किए गए अनुदेशों को भंग करता है, पांच वर्ष से अधिक अवधि के लिए निवासस्थानों के आवंटन के लिए अपात्र भी घोषित करेगा।

(6) जहाँ इन नियमों के अधीन कोई शास्ति संबंधित निदेशक द्वारा अधिरोपित की जाती है, व्यक्ति व्यक्ति, उसके द्वारा या उसके नियोजक द्वारा शास्ति अधिरोपित करने वाले श्रद्धांशों की प्राप्ति के साठ दिन के भीतर शर्तिरहित सहकारिता को अभ्यावेदन फाइल कर सकेगा।

(7) शास्ति अधिरोपित करने वाला मूल आदेश तब तक बना रहेगा जब कि अभ्यावेदन के परिणामस्वरूप उसे उपातिष्ठित या खंडित नहीं कर दिया जाता है।

(8) वे अधिकारी, जो इन नियमों के उपबंधों का अतिक्रमण करते हैं, सरकारी कर्मचारी के अशोभनीय आचरण के आधार पर जिसमें के.मि.से. आचरण नियम, 1964 के नियम 3(1)(iii) का अतिक्रमण अंतर्बलित होगा, संबंधित सरकारी सेवक के अनुशासनिक प्राधिकारी द्वारा उपयुक्त शास्ति के अधिरोपण के लिए अनुशासनिक कार्यवाही का वादी होगा।

अ.नि. 317-कज-21. आवंटन के रद्दकरण के पश्चात् निवास में फिर भी निवास करते रहना—जहाँ इन नियमों में अन्तर्विष्ट किसी उपबन्ध के अधीन आवंटन रद्द किया जाता है या रद्द किया हुआ समझा जाता है और उसके पश्चात् निवास ऐसे अधिकारी जिसे वह आवंटित किया गया था, या ऐसे किसी व्यक्ति, जो उसके माध्यम से दावा करता है कि अधिभोग में रहता है या बना रहता है, ऐसे अधिकारी निवास, सेवाओं, फर्नीचर के प्रयोग और अधिभोग के लिए तथा बाग प्रभागों के लिए बाजार किराया फीस के बराबर, जो समय-समय पर सरकार द्वारा अवधारित की जाएं, या उस अनुज्ञप्ति फीस की दुगुनी, जिसका वह संदाय कर रहा था, जो भी उच्चतर हो, नुकसानी का संदाय करने के लिए वादी होगा।

परन्तु यह कि ऐसा अधिकारी, जो अनुज्ञप्ति फीस का संदाय कर रहा था, विशेष दशाओं में, मृत्यु की दशा के सिवाय, संबंधित निदेशक द्वारा मूल नियम 45-क के अधीन मानक अनुज्ञप्ति फीस के दुगुने या मूल नियम 45-क के अधीन पुल की गयी मानक अनुज्ञप्ति फीस की दुगुनी जो भी उच्चतर हो, किन्तु अधिकारी द्वारा ली गयी अंतिम उपलब्धियों (मूल नियम 45-ग के अधीन यथा परिभाषित) के

30% से अधिक, के संदाय पर अ.नि. 317-कज-11(2) के अधीन अनुज्ञात अवधि में परे छः मास से अधिक अवधि के लिए निवास प्रतिधारित करने के लिए अनुज्ञात किया जा सकेगा। ऐसा अधिकारी, जो मूल नियम 45-क के अधीन अनुज्ञप्ति फीस का संदाय नहीं कर रहा था की दशा में, मूल नियम 45-क के अधीन मानक अनुज्ञप्ति फीस के दुगुने या मूल नियम 45-क के अधीन पुल की गयी मानक अनुज्ञप्ति फीस के दुगुने या उस अनुज्ञप्ति फीस के दुगुने, जिसका वह संदाय कर रहा था, जो भी उच्चतर हो, के संदाय पर उसी अवधि के लिए निवास प्रतिधारित करने के लिए अनुज्ञात किया जा सकेगा।

परन्तु यह और कि सेवा निवृत्ति या सेवान्त छुट्टी की दशा में आवंटित प्रसामान्य अनुज्ञप्ति फीस के चौगुने के संदाय पर आगे की दो मास की अवधि के लिए और संबंधित प्राधिकारियों द्वारा समुचित प्रमाणीकरण के अधीन, विशेष कारणों जिसमें चिकित्सीय/शैक्षिक आधार अंतर्बलित हो, के लिए सामान्य अनुज्ञप्ति फीस के छः गुने के संदाय पर पञ्चावसरी दो मास के लिए सरकारी आवास को प्रतिधारित करने का पात्र होगा।

अ.नि. 317-कज-22. इन नियमों को जारी करने के पूर्व किए गए आवंटन का बना रहना—किसी निवास का विधिमानीय आवंटन जो इन नियमों के प्रारंभ के ठीक पूर्व और तत्पश्चात् प्रवृत्त नियमों के अधीन अस्तित्व में रहता है इस बात के होते हुए भी कि वह अधिकारी, जिसे आवंटन किया गया है, उस टाईप के निवास के लिए हकदार नहीं है इन नियमों के अधीन सम्यक रूप से किया गया आवंटन समझा जाएगा और इन नियमों के सभी पूर्ववर्ती उपबन्ध उस आवंटन और उस अधिकारी को तदनुसार लागू होंगे।

अ.नि. 317-कज-23. नियुक्ति गृह की बाबत विशेष उपबन्ध सर्वेक्षण गृह का आवंटन, देहरादून में या अन्य आस्थानों पर कोई अन्य निवास जो सरकार के परामर्श से महासर्वेक्षक द्वारा आवंटन के प्रयोजन के लिए नियुक्ति गृह के रूप में घोषित किए जाएं, केवल उस पद के नियुक्ति पदधारी को किया जाएगा जिसके लिए नियुक्ति गृह निर्दिष्ट किया जाता है।

उक्त पद के पदधारी की सेवा निवृत्ति की दशा में उसकी सेवा निवृत्ति के 30 दिन के भीतर उससे नियुक्ति गृह को खाली करने की अपेक्षा की जाएगी। तथापि, यदि वह ऐसा चाहता है तो उसे अ.नि. 317-कज-11 में उल्लिखित अवधि से अधिक के लिए उपलब्ध आनुकूलित उपयुक्त आवास की व्यवस्था कर दी जाएगी।

अ.नि. 317-कज-24. नियमों का निर्वहन—यदि इस खंड के नियमों के निर्वहन के बारे में कोई प्रश्न उद्भूत होता है तो वह केन्द्रीय सरकार द्वारा निर्दिष्ट किया जाएगा।

अ.नि. 317-कण-25. नियमों का शिथिलीकरण सरकार किसी अधिकारी या निवास या किसी वर्ग के अधिकारियों या टाईप के निवासों की दशा में ऐसे कारणों, से, जो लेखबद्ध किए जाएंगे इन नियमों के सभी या किसी उपबन्ध को शिथिल कर सकेगी।

अ.नि. 317-कण-26. शक्तियों या कर्तव्यों का प्रत्या-योजन-सरकार इन नियमों द्वारा उसे प्रवृत्त कोई या सभी शक्तियां ऐसी शक्तों के अधीन रहते हुए जो वह अधिरो-पित करना उचित समझे अपने नियंत्रण के अधीन किसी अधिकारी को प्रत्यायोजित कर सकेगी।

[फा०सं० एस एम/29/025/94]

एस० चक्रवर्ती, डेप्टी अधिकारी

MINISTRY OF SCIENCE AND TECHNOLOGY

(Department of Science and Technology)

New Delhi the 10th February, 1999

S.O. 599.—In pursuance of the provisions of Rule 45 of the Fundamental Rules and in supersession of the Allotment of Government Residences in the Survey of India Rules, 1987 except as respects things done or omitted to be done before such supersession, the President hereby makes the following rules, namely :—

In Part VIII of the Supplementary Rules, after Division-XXVI-AQ, the following shall be inserted, namely :—

“DIVISION XXVI-AH”

S.R. 317-AH-1. Short title, application and commencement.—(1) These rules may be called the Allotment of Government Residences in the Survey of India Estate Rules, 1999.

(2) These rules shall apply to the allotment of the residences which are primarily intended for the use of regular Government employees in the Survey of India, Kendriya Vidyalaya (Project School) of the Survey of India, Central and Regional Pay and Accounts Offices having accountal jurisdiction with the Survey of India.

(3) They shall come into force on the date of their publication in the Official Gazette.

S.R. 317-AH-2. Definitions.—In these rules, unless the context otherwise requires—

- (a) “allotment” means the grant of a licence to an officer to occupy a residence in accordance with the provisions of these rules;
- (b) “allotment year” means the year beginning on the 1st January or such other period as may be notified by the Director concerned;
- (c) “Director concerned” means the Director or Deputy Surveyor General or Deputy Director or Officer In-charge Party of Survey of India responsible for administering the Survey of India Estate as may be nominated by the Surveyor General of India;
- (d) “Eligible office” means the Survey of India Office, the Central or Regional Pay and Account Office having accountal jurisdiction with the Survey of India, Kendriya Vidyalaya (Project School) of Survey of India, the staff of which has been declared as eligible for allotment of residence under these rules;
- (e) “Emoluments” means pay as defined in F.R. 9(21)(a)(i).

Explanation.—In the case of an officer who is under suspension, the emoluments drawn by him on the first day of the allotment year in which he is placed under suspension or if he is placed under suspension on the first day of the allotment year, the emoluments drawn by him immediately before that date, shall be taken as emoluments;

- (f) “family” means the wife or husband, as the case may be and children, step-children, legally adopted children, parents, brothers or sisters as ordinarily reside with and are dependent on the officer;
- (g) “Government” means the Central Government;
- (h) “licence fee” means the sum of money payable monthly in accordance with the provisions of the Fundamental Rules and as per orders issued by the Government of India, from time to time in respect of a residence allotted under these rules;
- (i) “officer” means the officers and employees serving in the Survey of India, Kendriya Vidyalaya (project school) of the Survey of India, Central Regional Pay and Accounts offices having accountal jurisdiction with the Survey of India;
- (j) “priority date” of an officer in relation to a Type of residence to which he is eligible under the provisions of rule S.R.-AH-4 means the earliest date from which he has been continuously drawing emoluments relevant to a particular type or a higher type in a post under the Central Government or a State Government or on foreign service, except for periods of leave;

Provided that in respect of a Type I, Type II, Type III or Type IV residence the date from which the officer has been continuously in service under the Central Government or State Government including the periods of foreign service shall be his priority date for that type;

Provided further that in the case of ex-serviceman on re-employment in Survey of India the past services rendered in the armed forces shall be counted for the purpose of determining the date of priority even if the officer has drawn the defence service terminal benefits and the break in service, if any, unless condoned by the competent authority shall be deducted from the total of the past services for determination of date of priority;

Provided also that in respect of Group ‘D’ staff, fifty per cent of the continuous service rendered as a contingent khalsi shall be reckoned for determination of date of priority;

Provided also that where the priority date of two or more officers is the same, seniority among them shall be determined by the amount of emoluments, the officer in receipt of higher emoluments taking precedence over the officer in receipt of lower emoluments; where the emoluments are equal, by the length of service; and where both the emoluments and length of service are equal, on the basis of scale of pay of the officers, the officer working in a post having higher scale of pay taking precedence over the officer in receipt of lower scale of pay;

Provided also that where the emoluments, length of service and scale of pay of two or more officers are equal, then the seniority shall be determined with reference to their date of birth, the officer who is older taking precedence over the younger officer;

- (k) “qualifying appointment” means an appointment, the incumbent of which is required to reside on duty with the Survey of India, the Central and Regional Pay and Accounts Office, Kendriya Vidyalaya (Project School) of Survey of India;
- (l) “residence” means any residence for the time being under the administrative control of the Director concerned;
- (m) “retirement” includes superannuation, voluntary retirement and retirement on medical grounds;
- (n) “subletting” includes sharing of residences by an

allottee with another person with or without payment of licence fee by such other person.

Explanation.—Any sharing of residence for short periods by an allottee with close relations shall not be deemed to be subletting. Father, Mother, Brother, Sister, Grand Father, Grand Mother, Grand son and Grand Daughter shall be treated as close relatives;

- (o) "temporary transfer" means a transfer which involve an absence for a period of not exceeding six months;
- (p) "transfer" means a transfer from existing station to any other place or from an eligible office to an ineligible office and includes—transfer or reversion to service under a State Government and also deputation to a post in an ineligible office or organisation;
- (q) "type" in relation to an officer means the Type of residence to which he is eligible under the provision of S.R. 317-AH-4.

S.R. 317-AH-3. Allotment to husband and wife, eligibility in cases of officers who are married to each other.—(1) No officer shall be allotted a residence under these rules if the wife or the husband, as the case may be, of the officer has already been allotted a residence, in the same station unless such residence is surrendered;

Provided that this sub-rule shall not apply where the husband and wife are residing separately in pursuance of an order of judicial separation made by any court.

(2) Where two officers in occupation of separate residences allotted under these rules marry each other, they shall within one month of the marriage, surrender one of the residences.

(3) If a residence is not surrendered, as required by sub-rule (2), the allotment of the residence of the lower Type shall be deemed to have been cancelled on the expiry of such period, and if the residences are of the same Type, the allotment of such one of them, as the Director concerned may decide, shall be deemed to have been cancelled on the expiry of such period.

(4) Where both husband and wife are employed under the Central Government, the title of each of them to allotment of residence under these rules shall be considered independently.

(5) Notwithstanding anything contained in sub-rule (1) to (4),—

- (a) If a wife or husband, as the case may be who is an allottee of a residence under these rules, is subsequently allotted a residential accommodation at the same station from a pool to which these rules do not apply, she or he, as the case may be, shall surrender any one of the residences within one month of such allotment;

Provided that this sub-rule shall not apply where the husband and wife are residing separately in pursuance of an order of judicial separation made by any court.

- (b) Where two officers, in occupation of separate residences at the same station, one allotted under these rules and another from a pool to which these rules do not apply, marry each other, any one of them shall surrender any one of the residences within one month of such marriage.

- (c) If a residence is not surrendered as required under clause (a) or (b), the allotment of the residence in the Pool of Survey of India Estate shall be deemed to have been cancelled on the expiry of such period.

S.R. 317-AH-4. Classification of Residences.—(1) For the purpose of allotment, the residences are classified as under and save as otherwise provided by these rules, an officer shall be eligible for allotment of a residence of the Type shown in the table below;

TABLE

Type of residence	Category of officer or his monthly emoluments of the first day of the allotment year for entitlement to the type of residence
1	2
Type I	Less than Rs. 950 (pre-revised)
Type II	Less than Rs. 1500 but not less than Rs. 950 (pre-revised)
Type III	Less than Rs. 2800 but not less than Rs. 1500 (pre-revised)
Type IV	Less than Rs. 3600 but not less than Rs. 2800 (pre-revised)
Type V	Less than Rs. 5900 but not less than Rs. 3600 (pre-revised)
Type VI	Rs. 5900 and above (pre-revised)

(2) An officer eligible to Type V or Type VI, shall, also be eligible to the next below Type of residence.

S.R. 317-AH-5. Application for Allotment.—(1) Applications for allotment of all types of residences shall be made to the Director concerned through proper channel in such form and manner and by such date, as may be specified by the Director concerned on this behalf. The Director shall maintain a waiting list for each type of residence as classified in rule S.R. 317-AH-4. The waiting list shall show clearly the dates of eligibility and priority for allotment. Allotments shall be made according to the waiting list based on the dates of priority as provided for in S.R. 317-AH-6.

(2) An officer joining duty on first appointment or on transfer in the Survey of India and Central Pay and Account Office or Regional Pay and Accounts Office and Kendriya Vidyalaya (Project School) of the Survey of India may submit his application in the prescribed form to the Director concerned within a month of his joining duty.

S.R. 317-AH-6. Allotment of Residences.—Save as otherwise provided in these rules, a residence, on falling vacant, shall be allotted by the Director concerned preferably, to an applicant desiring a change of accommodation in that type under the provisions of S.R. 317-AH-14 and if not required for that purpose, to an applicant without residence in that type having the earliest priority date for that type of residence subject to the following conditions, namely:—

- (i) the Director concerned shall not allot a residence of a Type higher than to what the applicant is eligible for;
- (ii) the Director concerned shall not compel any applicant to accept a residence of a lower type than to what he is eligible for under S.R. 317-AH-4;
- (iii) the Director concerned on request from an applicant for allotment of lower type of residence, might allot to him a residence next below the Type for which the applicant is eligible on the basis of his priority date for the same except the applicants who are entitled to type II residence.

(2) The Director concerned may cancel the existing allotment of an officer and allot to him an alternative residence of the same type or in emergent circumstances an alternative residence of the type next below the type of residence in occupation of the officer if the residence in occupation of the officer is required to be vacated.

S.R. 317-AH-7. Priority Allotment.—(1) Appropriate residences may be reserved for the officers in the grades of Deputy Director (Non-Functional selection grade), and above for which Licence fee vide S.R. 317-AH-2 (h) shall be payable by the allottee. If any of these is not occupying it, the same may be allotted to an authorised person in the waiting list of relevant type, on the condition that he shall vacate it on thirty days notice if required for occupation by any of the said officers.

(2) Notwithstanding anything contained in these rules, the following pools shall be maintained by the Director concerned namely :—

- (i) Lady Officers' Pools separately for married lady officers and for single lady officers; and
- (ii) Priority Pool which shall comprise of the following officers namely :—

Assistant Surveyor General, Medical Officer, Principal, Kendriya Vidyalaya Project School of Survey of India, Security Supervisor, Assistant Security Supervisor, Fire Officer, Leading Hand Fireman, Vehicle Superintendent, In-Charge Estate, Estate Officer, Senior Manager Printing Group Labour Welfare Officer, Works Manager Motor Driver-cum-Mechanic and Driver Fire Engine, Fire Staff, Guards and Safaiwalas.

The Director concerned shall ensure that adequate number of staff from each of the above category have been provided accommodation in case the number and type of residences are not sufficient for the entire pool.

Explanation in clause (i),—

- (a) "married lady officer" means a lady officer whose marriage is subsisting and who is not judicially separated from her husband;
- (b) "single lady officer" means a lady officer who is not a married lady officer.

(3) The number and types of residences to be placed in these pools shall be determined by the Surveyor General of India from time to time.

(4) The inter se seniority of the officers eligible for the allotment of residences under this rule shall be determined in the following manner, namely :—

- (a) In the Lady Officers' Pools, on the basis of the priority date on which each such officer became eligible for the type of residence in that pool;
- (b) In the priority Pool, on the basis of the date from which each such officer began to draw emoluments pertaining to the type to which he is to be considered for allotment.

(5) The officers shall be entitled to allotment of accommodation in the said pools in the type next below the type for which they are entitled under the provisions of S.R. 317-AH-4. However this provision shall not apply to those officers who are already entitled to type II residence.

(6) The Director concerned shall ensure that staff of the Scheduled Caste and the Scheduled Tribes category are provided residence as per orders issued by Government of India, Ministry of Urban Affairs and Employment vide their O.M. No. 12035/10/84-Pol-II dated 25-11-87 as amended from time to time.

(7) The Director concerned may also allot suitable residences not exceeding two per cent in type I, II and III residences to the personnel of other Government Departments whose presence is considered necessary and/or essential for proper maintenance and upkeep of the Estate with the prior approval of the Surveyor General of India :

Provided that this allocation shall be subject to such safeguards as may be considered necessary at the time in the interest of the Survey of India and the Director concerned if he deems fit may cancel such allotment.

(8) The order of priority of claims for residences shall be as follows :

- (a) Personnel of the Survey of India, Central Pay and Accounts Office, Regional Pay and Accounts Office and Kendriya Vidyalaya Project School of Survey of India;
- (b) Personnel of the Central Public Works Department;
- (c) Personnel of other Government Departments.

S.R. 317-AH-8. Officer to stay himself and provisions for vacant Residences.—(1) When sufficient appropriate residences are not available a lower type of residence may be allotted, when such allotment is considered advantageous in the interest of public work, on the specific understanding that the individual(s) shall have to move into appropriate residence as and when it becomes available. The licence fee shall be recovered according to rules in force.

(2) The officer shall be required to stay at the residence himself. He may reside outside on leave or due to any other reasons, for not more than six months only with the prior permission of the Director concerned who may cancel the allotment and arrange to evict him, if such permission is not taken :

Provided that the allotment shall not be cancelled except after giving to the Government servant a reasonable opportunity of showing cause against the proposed action.

(3) If any residence remains unallotted owing to no officer being available for occupation, the Director concerned shall allot it to a other Government officer or employee working in any other department of the Central Government whom he considers suitable on receipt of his application through proper channel :

Provided that the allottee gives an undertaking in writing endorsed by his department that he shall pay the prescribed licence fee and vacate the residence within two months from the date of receipt of a notice that it is required for the use of an officer of the Survey of India.

(4) If there is no applicant on waiting list for allotment for any particular type of residence, then that vacant residence shall be allotted to the officer who is on the waiting list for allotment for the next higher Type and is desirous of accepting allotment of residence of lower Type. Such allotment shall be made in the order of seniority in the waiting list of the higher type subject to the condition that the officer agrees to vacate it when a residence of appropriate type is allotted to him on his regular turn.

S.R. 317-AH-9. Out of turn allotment of residences to dependent or relation.—(1) The Director concerned may allot a residence on ad-hoc basis to son, un-married daughter and married daughter of an officer who is in occupation of a Government residence and retires on superannuation or takes voluntary retirement or retires on medical grounds or dies in service subject to the following conditions, namely :—

- (i) The dependent or relation shall be a Government employee eligible for allotment of residence under these rules.

Explanation.—For the purpose of this clause a dependent or relation of a deceased officer shall be deemed to be eligible for allotment of a residence if he is employed in an eligible office within one year from the death of such officer.

- (ii) He shall have been residing continuously with the retiring officer for at least three years immediately preceding the date of retirement including voluntary retirement and retirement on medical grounds of the officer. During the same period he shall not have been drawing House Rent Allowance and in no circumstances refund of House Rent Allowance, if drawn, to secure allotment of accommodation shall be accepted.
- (iii) If he has been appointed to Government service within a period of three years preceding the date of retirement including voluntary retirement of the officer or has been transferred to the place of posting of the retiring officer within a period of three years preceding the date of retirement of the Officer, the date on which he was so appointed or transferred to the station of posting of the retiring officer, shall be the date applicable for the purpose of enforcing of the condition stipulated in para (ii) above.
- (iv) The retiring officer or any member of his family shall not own a house in the station of posting.
- (v) The eligible dependent relation shall be allotted residence one type below his entitlement, with the exception that those who are eligible for type I and type II residences shall be allotted type I and type II residence on out of turn basis.
- (vi) The prospective allottee shall submit an application for the Director concerned in the prescribed form alongwith a prescribed affidavit, of the retiring officer. He shall not be eligible for allotment, even if all other conditions as above are satisfied, until the arrears of licence fee, damage charges and other dues as applicable from time to time if any have been cleared.
- (vii) The married daughter shall be eligible for allotment only in case where no son of the officer is a Government employee.

(2) The Director concerned may allot out of turn allotment not exceeding five per cent of the total quarters in each type of residences on the basis of recommendation of a House Allotment Committee on Medical grounds where the officer or member of his family is suffering from Tuberculosis/Cancer/Heart ailment/Physical handicap having the specified symptoms/percentage of physical disability as may be stipulated and to the extent of percentage prescribed in the Government orders issued from time to time in each type of ailment/disability and in the opinion of Chief Medical Officer, Survey of India/District Medical Officer/Civil Surgeon or such other specialist as may recommend that it is necessary to provide him a suitable residence.

Note : For the purpose of this rule, concession in respect of heart ailment and physical handicap shall be restricted to self ailment only and in respect of Tuberculosis/Cancer concession shall be restricted to illness of officer and his own family i.e. wife/husband and children only.

The composition of the standing House Allotment Committee for the respective Estates shall comprise of the Director concerned and two other officers nominated by the Surveyor General of India from time to time.

The recommendations of the medical authorities concerned be considered on their merits. There can be no mandatory instructions that their opinion and views shall be accepted.

- (i) The House Allotment Committee shall meet at least once in three months and decide pending applications for out of turn allotment. The applicants whose applications are accepted or rejected by the House Allotment Committee shall be duly informed of the decision individually. A list of applicants who have been sanctioned out of turn allotments shall be arranged in accordance with the dates of receipt of their applications and placed on the notice board.
- (ii) Appeals—Any appeal against the decision of the House Allotment Committee shall be decided by the Surveyor General and his decision in such cases shall be treated as final.
- (iii) If any appeal has been accepted by the Surveyor General then his name shall also be noted in the list below the last name approved by the House Allotment Committee at their meeting in which the case of the applicant was rejected.
- (iv) When residences become available for allotment to officials on out of turn basis, the same shall be allotted in the order on the waiting list referred to in (i) above.
- (v) On refusal of an allotment made on out of turn basis, the name of the official concerned shall be removed from the waiting list for out of turn allotment of residences. However, in cases where on a representation from the affected official, the House Allotment Committee decides to revive the sanction, the official shall again be allotted residences on out of turn basis.
- (vi) The cases in which out of turn allotment have been sanctioned by the House Allotment Committee but actual allotments have not been made within six months of the date of sanction, shall be reviewed by the House Allotment Committee on the expiry of six months and names of these officials shall be removed from the approved waiting list in whose cases the circumstances asking for out of turn allotments might have changed and in the changed circumstances out of turn allotment is not justified.

(3) Every third residence falling vacant shall be reserved for allotment on out of turn basis on account of (a) Allotment to be made to the close relative of a officer who superannuates from or retires on voluntary basis or dies while in Government service in accordance with the provisions contained in sub-rule (1) and (b) on Medical grounds where the officer or a member of his family (where entitled under Government orders for out of turn allotment) is suffering

from Tuberculosis/Cancer/heart ailment/physical disability as per the provisions of sub-rule (2). This reservation is subject to the condition that the number of residences so reserved shall not exceed the number of officials on the waiting list for out of turn allotment. In case no out of turn allotment is pending then that reserved residence shall go for allotment under the general category.

(4) In regard to reservation of accommodation to the Scheduled Caste and the Scheduled Tribe employees, allotment shall be made to such employees or any other category of employees to the extent of reservation orders as may be issued and subject to such conditions as may be specified by the Government from time to time.

(5) To determine the type of residence to be allotted the emoluments of the officer drawn by him at the time of submitting application for out of turn allotment shall be taken into consideration. All pending out of turn sanctions for which allotments have not been made within a year, the pay revision, if any, which might have taken place during that period shall be accounted for to determine the type of residence to be allotted.

(6) The officers who have been sanctioned out of turn allotments shall be provided residence of the class next below of their entitlement. The direct recruits who join the department in the clerical and allied cadres and who are entitled to type II residence shall, however, be given type II residence on out of turn basis. The officials entitled to type II residence who were once eligible for type I residence, shall also be given type II residence on out of turn basis.

S.R. 317-AH-10. Non acceptance of allotment or offer or failure to occupy the allotted residence after acceptance.—

(1) If any officer fails to accept the allotment of a residence within eight days or fails to take possession of that residence after acceptance within eight days from the date of receipt of the letter of allotment, he shall not be eligible for another allotment for a period of one year from the date of issue of allotment letter.

(2) If an officer occupying a lower type of residence is allotted or offered, a residence of the type for which he is eligible under rules 317-AH-4, or 317-AH-6(iii) which he has applied under these rules, he may, on refusal of the said allotment or offer of allotment, be permitted to continue in the previously allotted residence on the following conditions, namely:—

- (a) the expiry of the concessional period permissible other allotment for a period of six months from the date of issue of the allotment letter for the higher type of residence;
- (b) While retaining the existing residence he shall be charged the same licence fee which he shall have had to pay under F.R. 45 A in respect of the residence so allotted or offered or the licence fee payable in respect of the residence already in his occupation whichever is higher.

S.R. 317-AH-11. Period for which allotment subsists and the concessional period for further retention.—(1) An allotment shall be effective from the date on which it is accepted by the officer and shall continue in force until—

- (a) the expiry of the concessional period permissible under sub-rule (2) after the officer ceases to be on duty in an eligible office;
- (b) it is cancelled by the Director concerned or is deemed to have been cancelled under any provisions in these rules;
- (c) it is surrendered by the officer; or
- (d) the officer ceases to occupy the residence.

(2) A residence allotted to an officer may subject to sub-rule (3), be retained on the happening of any of the events specified in the column 1 of the table below for the period specified in the corresponding entry in column 2 thereof, provided that the residence is required for the bona-fide use of the officer or members of his family.

Table

Events	Permissible period for retention of the residence
1	2
(i) Resignation, dismissal or removal from service, termination of service or unauthorised absence without permission.	One month
(ii) Retirement or terminal leave	Two months on normal licence fee and another two months on double the normal licence fee.
(iii) Death of the allottee	Twelve months
(iv) Transfer to a place out-side existing place	Two months
(v) Transfer to an ineligible office in the station.	Two months
(vi) On proceeding on foreign service in India	Two months
(vii) Temporary transfer in India or transfer to a place outside India.	Four months
(viii) Leave (other than leave preparatory to retirement, refused leave, terminal leave, medical leave, maternity leave or study leave).	For the period of leave but not exceeding four months.
(ix) Maternity Leave	For the period of maternity leave plus leave granted in continuation subject to a maximum of five months.
(x) Leave preparatory to retirement or refused leave granted under F.R. 86 or earned leave granted to government servant who retired under F.R. 56(j).	For the full period of leave on full average pay subject to a maximum 180 days in the case of leave preparatory to retirement and four months in other cases, inclusive of the period permissible in the case of retirement.
(xi) Study leave in or outside India	<p>(a) In case the officer is in occupation of accommodation below his entitlement, for the entire period of study leave.</p> <p>(b) In case the officer is in occupation of his entitled type accommodation, for the period of study leave but not exceeding six months: Provided that where the study leave extends beyond six months, he may be allotted alternative accommodation, one type below his entitlement, on the expiry of six month or from the date of commencement of the study leave, if he so desires.</p>
(xii) Deputation outside India	For the period of deputation but not exceeding six months.
(xiii) Leave on medical grounds.	Full period of leave.
(xiv) On proceeding on training	For full period of training.

Explanation I.—Where an officer on transfer or foreign service in India is sanctioned leave and avails of it before joining duty at the new office, he may be permitted to retain the residence for the period mentioned against items (iv), (v), (vi) and (vii) or for the period of leave, whichever is more.

Explanation II.—Where an order of transfer or foreign service in India is issued to an officer while he is already on leave, the period permissible under Explanation I shall count from the date of issue of such order.

(3) Where a residence is retained under sub-rule (2) the allotment shall be deemed to be cancelled on the expiry of the admissible concessional periods unless immediately on the expiry thereof the officer resumes duty in an eligible office.

(4) Where an officer is on medical leave without pay and allowance, he may retain his residence by virtue of the concession under item (xiii) of the Table below sub-rule (2):

Provided that he remits the licence fee for such residence in cash every month and where he fails to remit such licence fee for more than two months, the allotment shall stand cancelled.

(5) An officer who has retained the residence by virtue of the concession under item (i) or (ii) of the Table below sub-rule (2) shall, on re-employment in an eligible office, within the period specified in the said Table, be entitled to retain that residence and he shall also be eligible for any further allotment of residence under these rules:

Provided that if the emoluments of the officer on such re-employment do not entitle him to the type of residence occupied by him, he shall be allotted a lower type of residence.

(6) Notwithstanding anything contained in sub-rule (2) or sub-rule (3) or sub-rule (5), when an officer is dismissed or removed from service or when his services have been terminated and the Head of the Department in respect of the office in which such officer was employed immediately before such dismissal, removal or termination is satisfied that it is necessary or expedient in the public interest so to do, he may require the Director concerned to cancel the allotment of the residence made to such officer either forthwith or with effect from such date prior to the expiry of the period of one month referred to in item (i) of the Table below sub-rule (2) as he may specify and the Director concerned shall act accordingly.

S.R. 317-AH-12. Provision relating to licence fee.—(1) Where an allotment of residence or alternative residence has been accepted, the liability for licence fee shall commence from the date of occupation or the eighth day from the date of receipt of the allotment letter, whichever is earlier.

An officer who, after acceptance, fails to take possession of that residence within eight days from the date of receipt of the allotment letter, shall be charged licence fee from such date upto a period of twelve days:

Provided nothing contained herein shall apply where the Central Public Works Department certifies that the residence was not yet ready for occupation and as a result thereof the officer does not occupy the residence within the period aforesaid.

(2) Where an officer, who is in occupation of a residence is allotted another residence and he occupies the new residence, the allotment of the former residence shall be deemed to be cancelled from the date of occupation of the new residence. He may, however, retain the former residence for a period of eight days for shifting to the new residence on payment of normal rate of licence fee:

Provided that if the former residence is not vacated by the subsequent date as aforesaid, the officer will be liable to pay damages for use and occupation of the residence services furniture and garden charges as may be determined by the Government from time to time, with effect from the date he takes possession of the later residence.

(3) Where a Government accommodation is allotted to Central Government Employees' Consumers' Co-operative Societies, a nominal licence fee of Re. 1 p.m. plus charges for service shall be recovered as detailed in the Ministry of Works and Housing, Directorate of Estates (Policy Cell) Memo No. 18013(1)/68-Pol. I dated 4th Dec. 1970 with such amendments as may be made by the Government from time to time.

(4) Where a Government residential accommodation is allotted to recognised clubs and associations, full standard licence fee under F.R. 45-A plus service charges shall be realised in accordance with the detailed procedure prescribed vide Ministry of Works and Housing Memo No. 12/110/58-Acc. I dt. 2nd April, 1960, as may be amended from time to time.

(5) Where a Government office accommodation is allotted to a recognised Association/Union of Central Government Employees, Standard Licence Fee under F.R. 45-A plus service charges shall be realised as per the orders contained in Directorate of Estate, New Delhi O.M. No. 18011(6)/68-Pol. I dt. 25-4-1969, as may be amended from time to time.

(6) Where a Community Hall, Recreation Centre or Club buildings are allotted, the licence fee, covering actual cost of maintenance and repairs, service charges and such other elements shall be realized as per orders contained in para 4 of Ministry of Works and Housing Memo No. 12/110/58-Acc. I dt. 2nd April, 1960 as may be amended from time to time.

S.R. 317-AH-13. Personal liability of the officer for payment of licence fee till the residence is vacated and furnishing of surety by temporary officers.—

(1) The officer to whom a residence has been allotted shall be personally liable for the licence fee thereof and for any damage beyond fair wear and tear caused thereto or to the furniture, fixtures or fittings or services provided therein by Government during the period for which the residence has been and remains allotted to him, or where the allotment has been cancelled under any of the provisions in these rules, until the residence along with the out-houses appurtenant thereto have been vacated and full vacant possession thereof has been restored to Government.

(2) Where the officer to whom a residence has been allotted is neither a permanent nor a quasi-permanent officer, he shall execute a security bond in the Form prescribed in this behalf by the Central Government with a surety who shall be a permanent officer serving under the Central Government for due payment of licence fee and other charges due from him in respect of such residence and services and any other residence provided in lieu.

(3) If the surety ceases to be in Government service or become insolvent or ceases to be available for any other reasons or withdraws his guarantee, the officer shall furnish a fresh bond executed by another surety within thirty days from the date of his acquiring knowledge of such event or fact, and if he fails to do so, the allotment of the residence to him shall unless otherwise decided by the Director concerned be deemed to have been cancelled with effect from the date of that event.

(4) Licence fee shall be recovered monthly by the Drawing and Disbursing Officer in the Survey of India, from the pay bills of the officers concerned, on the authority of the demand statement furnished by the Director, concerned. The amounts specified by the Director concerned in the demand statements shall be recovered in full without prior reference to the Government servant concerned.

S.R. 317-AH-14. Surrender of an allotment and period of notice.—(1) An officer may at any time surrender an allotment by giving intimation so as to reach the Director concerned at least ten days before the date of vacation of the residence. The allotment of the residence shall be deemed to be cancelled with effect from the eleventh day after the day on which the letter is received by the Director concerned or the date specified in the letter, whichever is later. If he fails to give due notice he shall be responsible for payment of licence fee for ten days or the number of days by which the notice given by him falls short of ten days.

Provided that the Director concerned may accept, a notice for a shorter period if, he is satisfied that the prescribed notice could not be given due to circumstances beyond the control of the allottee.

(2) An officer who surrenders the residence under sub-rule (1) shall not be considered again for allotment of Government accommodation at the same station for a period of one year from the date of such surrender.

S.R. 317-AH-15.—Change of residence.—(1) An Officer to whom a residence has been allotted under these rules may apply for a change to another residence of the same type. Not more than one change shall be allowed in respect of one type of residence allotted to the officer.

(2) Change shall be offered in the order of date of receipt of application for the same received in the office of the Director concerned :

Provided that no change of residence shall be allowed during a period of six months immediately preceding the date of superannuation.

(3) If an officer fails to accept a change of residence offered to him within five days of the issue of offer or allotment he shall not be considered again for a change of residence of that type.

(4) An officer who, after accepting a change of residence fails to take possession of the same, shall be charged licence fee for such residence in accordance with the provisions of sub-rule (1) of S.R. 317-AH-12 in addition to the normal licence fee under F.R. 45A for the residence already in his possession, the allotment of which shall continue to subsist.

S.R. 317-AH-16. Mutual exchange of Residence.—Where two officers to whom residence of the same type have been allotted at the same station under these rules may apply to the Director concerned for permission to mutually exchange their residences. Permission for mutual exchanges may be granted if both the officers are reasonably expected to be on duty and to reside in their mutual exchanged residences for at least six months from the date of approval of such exchange.

S.R. 317 AH-17. Transfer.—If an officer is transferred in any year during the mid of academic session and the residence allotted to him under these rules is required by the family for the bonafide educational needs of his children beyond the concessional period under SR-317 AH-11, he may be allowed on request to retain the residence on payment of twice the flat rate of licence fee till the end of the current academic session of his children in that station. Where the residence is retained under this rule, the allotment shall be deemed to be cancelled on the expiry of the current academic session.

S.R. 317-AH 18. Responsibilities for maintenance of Residence.—(1) The officer to whom a residence has been allotted shall maintain the residence and premises in a clean condition to the satisfaction of the Director concerned. Such officer shall not make any additions or alterations whether permanent or temporary in the premises or grow any tree, or plants contrary to the instructions issued by the Director concerned the Government or Central Public Works Department nor cut or lop off any existing tree in a garden, courtyard or compound attached to the residence save with the prior permission in writing of the Director concerned. Any structures unauthorised erected or trees plantation or vegetation, grown in contravention of this rule may be caused to be removed by the Director concerned at the risk and cost of the officer concerned.

(2) The officer to whom a residence has been allotted shall be required, when he enters into occupation of the residence and when he vacates it, to sign an inventory of the fixtures and furniture (if provided in the residence) and fittings.

(3) The officer to whom a residence has been allotted shall not keep any cattle in or in the vicinity of the residence.

S.R. 317-AH-19. Subletting and sharing of Residences.—

(1) No officer shall share the residence allotted to him or any of the out-houses and garages appurtenant thereto except with the employees of the Central Government eligible for allotment of residence under these rules. The servants' residences out-houses, garages and stables may be used only for the bonafide purposes including residence of the servants of the allottee or for such other purposes as may be permitted by the Director concerned ;

Provided the sharing of residence is allowed only with the prior permission of the Director concerned.

(2) No officer shall sublet the whole of his residence :

Provided that an officer proceeding on leave may accommodate, in the residence any other officer eligible to share Government residence as a caretaker for the period specified in rule S.R. 317-AH-11, but not exceeding six months.

(3) Any officer who shares or sublets his residence shall do so at his own risk and responsibility and shall remain personally responsible for any licence fee payable in respect of the residence and for any damage caused to the residence or its precincts or grounds or services provided therein by the Government, beyond fair wear and tear.

S.R. 317-AH 20. Consequences of breach of rules and conditions.—(1) If an officer to whom a residence has been allotted unauthorisedly sublets the residence or charges rent from the sharer at a rate which the Director concerned considers excessive or erects any unauthorised structure in any part of the residence or keep any cattle, pets or uses the residence or any portion thereof for any purposes other than that for which it is meant or tempers with the electric or water connection or commits any other breach of the rules or of the terms and conditions of the allotment or uses the residence or premises or permits or suffers the residence or premises to be used for any purpose which the Director concerned considers to be improper or conducts himself in a manner which in his opinion is prejudicial to the maintenance of harmonious relations with his neighbours or has knowingly furnished incorrect information in any application or written statement with a view to securing the allotment, the Director concerned may, without prejudice to any other disciplinary action that may be taken against him, cancel the allotment of the residence :

Provided that the allotment of the residence shall not be cancelled except after giving to the officer a reasonable opportunity of being heard in person.

Explanation : In this sub-rule the expression officer includes, unless the context otherwise requires, a member of his family and any other person claiming through the officer.

(2) If an officer sublets a residence allotted to him or any portion thereof or any of the out-houses and garages appurtenant thereto, in contravention of these rules, he may, without prejudice to any other action that may be taken against him, be charged enhanced licence fee not exceeding four times the flat rate of licence fee under F.R. 45A. The quantum of licence fee to be recovered and the period for which the same may be recovered in each case shall be decided by the Director concerned on merits. In addition the officer may be debarred from sharing the residence for a specified period in future as may be decided by the Director concerned.

(3) Where action to cancel the allotment is taken on account of unauthorised subletting of the premises by the allottee, or for breach of any rules, terms and conditions of allotment, a period of sixty days shall be allowed to the allottee, and any other person residing with him therein, to vacate the premises. The allotment shall be cancelled with effect from the date of vacation of the premises or expiry of the period of sixty days from the date of the orders, for the cancellation of the allotment, whichever is earlier.

(4) Where the allotment of a residence is cancelled for conduct prejudicial to the maintenance of harmonious relations with neighbours, the officer at the discretion of the Director concerned may be allotted another residence in the same class at any other place.

(5) The Director concerned shall be competent to take all or any of the actions under sub-rules (1) to (4) and also declare the officer, who commits a breach of the rules and instructions issued to him to be ineligible for allotment of residential accommodation for a period not exceeding five years.

(6) Where any penalty under this rule is imposed by the Director concerned the aggrieved person, may within sixty days of the receipt of the orders by him or his employer imposing the penalty, file a representation to the Additional Surveyor General.

(7) The original order imposing the penalty shall stand unless it is modified or rescinded as a result of the representation.

(8) Those officers who violate any provisions of these Rules shall be liable for disciplinary action for imposition of a suitable penalty on grounds of unbecoming conduct of the Government employee involving violation of Rule 3(1)(iii) of the C.C.S. Conduct Rules, 1964 by the Disciplinary authority of the government servant concerned.

S.R. 317-AH-21. Overstay in residence after cancellation of allotment.—Where, after an allotment has been cancelled or is deemed to be cancelled under any provision contained in these rules, the residence remains or has remained in occupation of the officer to whom it was allotted or of any person claiming through him, such government servant shall be liable to pay damages for use and occupation of the residence, services, furniture and garden charges, equal to the market rent as may be determined by Government from time to time, or twice the licence fee he was paying whichever ever is higher :

Provided that an officer, who was paying licence fee may in special cases, except in case of death, be allowed by the Director concerned, to retain a residence for a period not exceeding six months beyond the period permitted under S.R. 317-AH-11(2) on payment of twice the standard licence fee under F.R. 45-A or twice the pooled standard licence fee under F.R. 45-A, whichever is higher but not exceeding 30 per cent of the emoluments (as defined under F.R. 45-C) last drawn by the officer. In case of an officer who was not paying licence fee under F.R. 45-A, he may be allowed to retain a residence for the same period on payment of twice the standard licence fee under F.R. 45-A or twice the pooled standard licence fee under F.R. 45-A, or twice the licence fee that he was paying, whichever is higher :

Provided further that in the event of retirement or terminal leave, the allottee shall be eligible to retain the Govern-

ment accommodation for a further period of two months on payment of 4 times of the normal licence fee and subsequent two months on payment of 6 times of the normal licence fee for special reasons involving medical/educational grounds, subject to appropriate certification by the authorities concerned.

S.R. 317-AH-22.—Continuance of allotments made prior to the issue of these rules.—Any valid allotment of a residence which is subsisting immediately before the commencement of these rules and under the rules then in force shall be deemed to be an allotment duly made under these rules notwithstanding that the officer to whom it has been made is not entitled to a residence of that type and all the preceding provisions of these rules shall apply in relation to that allotment and the officer accordingly.

S.R. 317-AH-23.—Special provision regarding appointment house.—Allotment of Survey house at Dehra Dun or any other residence at other stations, as may be declared as an appointment house for the purpose of allotment by the Surveyor General in consultation with the Government shall be made only to the regular incumbent of the post for which the appointment house is earmarked.

In the event of the retirement of the incumbent of the said post, he shall be required to vacate the appointment house within 30 days of his retirement. He shall, however, be provided, if so desired by him, an alternate suitable accommodation available for a period not exceeding that stipulated in SR-317-AH-11.

S.R. 317-AH-24.—Interpretation of Rules.—If any question arises as to the interpretation of these rules then, it shall be decided by the Government.

S.R. 317-AH-25. Relaxation of Rules.—The Government may for reasons to be recorded in writing relax all or any of the provisions of these rules in the case of any officer or residence or class of officer or types of residences.

S.R. 317-AH-26. Delegation of powers or functions.—The Government may delegate any or all the power conferred upon it by these rules to any officer under its control, subject to such conditions as it may deem fit to impose.

[F. No. SM/29/025/94]

S. CHAKRAVARTHY, Desk Officer

भारतीय मानक ब्यूरो

नई दिल्ली, 10 फरवरी, 1999

का. आ. 600 — भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड 'ख' के अनुसूचना में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे दिए गए मानक (को) में संशोधन किया गया है/किये गये हैं ।

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तारीख
(1)	(2)	(3)	(4)
1.	आई एस 145 : 1950	संशोधन सं. 4 जनवरी 1999	99-01-31
2.	आई एस 1734 (भाग 4) : 1983	संशोधन सं. 1 दिसम्बर 1998	98-12-31

(1)	(2)	(3)	(4)
3. आई एस 2556 (भाग 4) : 1994	संशोधन सं. 3 जनवरी 1999		99-01-31
4. आई एस 2556 (भाग 6) : 1995	संशोधन सं. 2 दिसम्बर 1998		98-12-31
5. आई एस 2556 (भाग 8) : 1995	संशोधन सं. 2 दिसम्बर 1998		98-12-31
6. आई एस 2969 : 1974	संशोधन सं. 1 जनवरी 1999		99-11-31
7. आई एस 3009 : 1993	संशोधन सं. 1 जनवरी 1999		99-01-31
8. आई एस 3124 : 1992	संशोधन सं. 1 जनवरी 1999		99-01-31
9. आई एस 3334 : 1992	संशोधन सं. 1 जनवरी 1999		99-01-31
10. आई एस 3147 : 1992	संशोधन सं. 1 जनवरी 1999		99-01-31
11. आई एस 3255 : 3979	संशोधन सं. 1 दिसम्बर 1998		98-12-31
12. आई एस 3504 : 1992	संशोधन सं. 1 जनवरी 1999		99-01-31
13. आई एस 4151 : 1993	संशोधन सं. 2 जनवरी 1999		99-01-31
14. आई एस 4228 : 1979	संशोधन सं. 2 दिसम्बर 1998		98-12-31
15. आई एस 4666 : 1980	संशोधन सं. 3 जनवरी 1999		99-01-31
16. आई एस 4923 : 1997	संशोधन सं. 1 दिसम्बर 1998		98-12-31
17. आई एस 5296 : 1995	संशोधन सं. 1 जनवरी 1999		99-01-31
18. आई एस 5757 : 1992	संशोधन सं. 1 जनवरी 1999		99-01-31
19. आई एस 6333 : 1985	संशोधन सं. 1 जनवरी 1999		99-01-31
20. आई एस 6608 : 1978	संशोधन सं. 3 जनवरी 1999		99-01-31
21. आई एस 7285 : 1988	संशोधन सं. 3 नवम्बर 1998		98-11-30
22. आई एस 7669 : 1990	संशोधन सं. 2 अक्तूबर 1998		98-01-31

(1)	(2)	(3)	(4)
23. आई एस 7884 : 1992	संशोधन सं. 2 अगस्त 1998		98-8-31
24. आई एस 8190 (भाग 1) : 1988	संशोधन सं. 4 जनवरी 1999		99-01-31
25. आई एस 8460 : 1977	संशोधन सं. 2 जनवरी 1999		99-01-31
26. आई एस 8982 : 1991	संशोधन सं. 1 जनवरी 1999		99-01-31
27. आई एस 9301 : 1990	संशोधन सं. 6 जनवरी 1999		99-01-31
28. आई एस 9322 : 1980	संशोधन सं. 1 अक्तूबर 1998		98-10-31
29. आई एस 10013 (भाग 2) : (1981)	संशोधन सं. 1 जनवरी 1999		99-01-31
30. आई एस 10748 : 1995	संशोधन सं. 2 दिसम्बर 1998		98-12-31
31. आई एस 11006 : 1984	संशोधन सं. 2 जनवरी 1999		99-01-31
32. आई एस 11246 : 1992	संशोधन सं. 1 दिसम्बर 1998		98-12-31
33. आई एस 13056 : 1991	संशोधन सं. 5 जनवरी 1999		99-01-31
34. आई एस 13287 : 1992	संशोधन सं. 4 जनवरी 1999		99-01-31
35. आई एस 13346 : 1992	संशोधन सं. 1 दिसम्बर 1998		98-12-31
36. आई एस 13360 (भाग 5/अनु. 12) : 1992	संशोधन सं. 1 जनवरी 1999		99-01-31
37. आई एस 13663 : 1993	संशोधन सं. 2 दिसम्बर 1998		98-12-31
38. आई एस 14103 : 1994	संशोधन सं. 2 जनवरी 1999		99-01-31
39. आई एस 14318 : 1996	संशोधन सं. 1 जनवरी 1999		99-01-31

इन संशोधनों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुरशाह जफर मार्ग, नई दिल्ली-110002 और क्षेत्रीय कार्यालयों नई दिल्ली, कलकत्ता, चंडीगढ़, चेन्नई तथा मुम्बई एवं शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, फरीदाबाद, गाजियाबाद, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, लखनऊ, नागपुर, पटना, पुणे, तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध है।

[संख्या के प्र वि/13 : 5]

जे. वैकटरमन, अपर महानिदेशक

BUREAU OF INDIAN STANDARDS

New Delhi, the 10th February, 1999

S.O. 600 .—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notified that amendment(s) to the Indian Standard(s), particulars of which is/are given in the Schedule hereto annexed has/have been issued.

SCHEDULE

Sl. No. and Year of the Indian Standard(s) No.	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)
1. IS 145:1950	Amendment No. 4 January 1999	99-01-31
2. IS 1734 (Part 4):1983	Amendment No. 1 December 1998	98-12-31
3. IS 2556 (Part 4):1994	Amendment No. 3 January 1999	99-01-31
4. IS 2556 (Part 6):1995	Amendment No. 2 December 1998	98-12-31
5. IS 2556 (Part 8):1995	Amendment No. 2 December 1998	98-12-31
6. IS 2969:1974	Amendment No. 1 January 1999	99-01-31
7. IS 3009:1993	Amendment No. 1 January 1999	99-01-31
8. IS 3124:1992	Amendment No. 1 January 1999	99-01-31
9. IS 3134:1992	Amendment No. 1 January 1999	99-01-31
10. IS 3147:1992	Amendment No. 1 January 1999	99-01-31
11. IS 3255:1979	Amendment No. 1 December 1998	98-12-31
12. IS 3504:1992	Amendment No. 1 January 1999	99-01-31
13. IS 4151:1993	Amendment No. 2 January 1999	99-01-31
14. IS 4228:1979	Amendment No. 2 December 1998	98-12-31
15. IS 4666:1980	Amendment No. 3 January 1999	99-01-31
16. IS 4923:1997	Amendment No. 1 December 1998	98-12-31
17. IS 5296:1995	Amendment No. 1 January 1999	99-01-31
18. IS 5757:1992	Amendment No. 1 January 1999	99-01-31

(1)	(2)	(3)	(4)
19. IS 6333:1985		Amendment No. 1 January 1999	99-01-31
20. IS 6608:1978		Amendment No. 3 January 1999	99-01-31
21. IS 7285:1988		Amendment No. 3 November 1998	98-11-30
22. IS 7669:1990		Amendment No. 2 October 1998	98-10-31
23. IS 7884:1992		Amendment No. 2 August 1998	98-08-31
24. IS 8190 (Part 1):1988		Amendment No. 4 January 1999	99-01-31
25. IS 8460:1977		Amendment No. 2 January 1999	99-01-31
26. IS 8982:1991		Amendment No. 1 January 1999	99-01-31
27. IS 9301:1990		Amendment No. 6 January 1999	99-01-31
28. IS 9322:1980		Amendment No. 1 October 1998	98-10-31
29. IS 10013 (Part 2):1981		Amendment No. 1 January 1999	99-01-31
30. IS 10748:1995		Amendment No. 2 December 1998	99-12-31
31. IS 11006:1984		Amendment No. 2 January 1999	99-01-31
32. IS 11246:1992		Amendment No. 1 December 1998	98-12-31
33. IS 13056:1991		Amendment No. 5 January 1999	99-01-31
34. IS 13287:1992		Amendment No. 4 January 1999	99-01-31
35. IS 13346:1992		Amendment No. 1 December 1998	98-12-31
36. IS 13360 (Part 5/Sec 12):1992		Amendment No. 1 January 1999	99-01-31
37. IS 13663:1993		Amendment No. 2 December 1998	98-12-31
38. IS 14103:1994		Amendment No. 2 January 1999	99-01-31
39. IS 14318:1996		Amendment No. 1 January 1999	99-01-31

Copy of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi 110 002 and Regional Offices : New Delhi, Calcutta, Chandigarh, Chennai Mumbai and also Branch Offices : Ahmadabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Faridabad, Ghaziabad, Guwahati, Hyderabad, Jaipur, Kanpur, Lucknow, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CMD/13:5]

J. VENKATARAMAN, Addl. Director

नई दिल्ली, 10 फरवरी, 1999

का. आ. 601 :—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के उपविनियम (5) के अनुसूचन में भारतीय मानक ब्यूरो पक्षद्वारा अभिलेखित करना है कि जिन साइमेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :

अनुसूची

क्रम सं.	साइमेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	साइमेंसधारी का नाम व पता	श्रीयंक भारतीय मानक	भारतीय मानक सं./भाग/अनुभाग/वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	6105246	96/06	मुक्तु मीणा एंजिनीयर्स, नं. 5 रामलिंगानगर, माऊथ एक्सप्रेसवेन, वयाल्ल मेन रोड, त्रिचे 620 017	सश्लिष्ट खाद्य रंग—निमित्तियां और मिश्रण	आईएस 05346 : 75
2.	7107255	96/06	नरकन ब्रेज आयल्स लिमिटेड ई-2, एमआईडीसी कूरकुम्भ, मन्न शिव, पुणे जिला 413 801	वनस्पति	आईएस 10633 : 88
3.	7107356	96/06	इटेक्न कलर प्रॉडक्ट्स एट लेमपन, पोस्ट जेमे तहसील : महाद. रायगढ़ जिला	सश्लिष्ट खाद्य रंग निमित्तियां और मिश्रण	आईएस 05346 : 75
4.	7107154	96/06	जेड एंजिनी 42, पार्स इंड. एस्टेट, रामनगर लेम. मलाई (प.) बम्बई 400 064	तेलदाब स्टोव और तेलदाब हीटर के लिए बर्तन	आईएस 08808 : 86
5.	7107053	96/06	टेक्नोक्राफ्ट इंडस्ट्रीज, ए-25 एमआईडीसी, मरोल इंड. एरिया, महाकाली गुफा रोड, अंधरी (पू) लेम्बई 400 093	मुहु इस्पात की नालियां नालिकाकार सामग्रियां तथा पिटवाण इस्पात की अन्य फिटिंग्स	आईएस 02139 : 90 भाग 01
6.	7108156	96/06	पालीकोट केबल्स प्राइवेट लिमिटेड 569/ए कचोल मेहराणा हाइवे, समीप निरमा, छत्राल, मेहसाणा जिला 382 729	नमज्जन मोटरों के वाईरिंग तार	आईएस 08783 : 78 भाग
7.	7107861	96/06	महावीर रोलिंग मिल 2410, फेस 4, जीआईडीसी एस्टेट, ¹ वतवा, धर्मदाबाद	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 09112 : 89
8.	9114363	96/06	स्वदेशी इंटरप्राइज एण्ड केमिकल इंडस्ट्रीज, ¹ 111/108 ए, पोखरणपुर, ² कामपुर	ब्यूटाकलोण पायसनीय मांश	आईएस 09356 : 80
9.	6205549	96/06	ग्रीन रेव्यूअन सेंटर, 1—ए, कालूर रोड, गालीपुरम, जिला सलेम, ³ 637 408	मोनोक्रीटोफॉस एम एल	आईएस 08074 : 90
10.	6105751	96/06	पसुमई इंजीनियर्स लि., 52/2 मंगलम रोड, उम्बलपूर, पांडीचेरी 605 110 ⁴	सिचाई उपकरण —छानक टाइपफिल्टर	आईएस 12785 : 89
11.	6105448	96/06	कमारा पाइप्स प्रा लि., ए-278, छटो मेन रोड, मेकैण्ड स्टेज, पीमया इंड. एरिया, बंगलौर 500 058 ⁵	पेयजल आपूर्ति के लिए गैर-प्लास्टिकृत पीवीसी पाइप	आईएस 04985 : 88
12.	6105852	96/06	विश्वकान्ठ सीमेंट्स प्रा लि., सर्वे मं. 54, सोमखंड गांव, मेवम तालुक गुलबर्गा जिला	33 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 00269 : 89

(1)	(2)	(3)	(4)
13. 6105347 96/06	हरिता ईरीगेशन प्रोडक्ट्स प्रा. लि., प्लॉट नं. 130/1, आईडीए, फेस 2, चेरीपल्ली, हैदराबाद 500 051	सिआई उपकरण—सिआई लैटरलक्स	आईएस 12786 : 89
14. 6105953 96/06	जे. के. रीमेंट्स, प्लॉट नं. 69, बी एवं सी, आईडीए, कोण्डापल्ली, कृष्णा जिला	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89
15. 6105650 96/06	श्री साई इंडस्ट्रीज लि., 146, एआईडी पेडागंटियाडा, बिशाखापटनम	पोर्टलैंड स्लेम सीमेंट	आईएस 00455 : 89
16. 7108762 96/06	रोड टेक इन्फ्रस्ट्रक्चर्स प्रा. लि., 213 फेस 1, जीआईडीसी इंडस्ट्रियल एस्टेट, मेहसाणा 384 002	गहराई से पानी निकालने के हथियार	आईएस 09301 : 90
17. 7109158 96/06	प्रेसटीज्ड मायर्स इंडस्ट्रीज, 85/2/1 मथुजा कालोनी रोड, रबेल गांव, सिलवासा 396 230	पूर्व-प्रतिबलित कंक्रीट के लिए गव्देधार तार	आईएस 06003 : 83
18. 8148476 96/06	ग्रगोका केबल कं., 30/1, दश रोड बिश्वास नगर, शाहदरा, दिल्ली 110 032	1100 बोल्ट तक की कार्यकारी बोल्टता के लिए पीवीसी रोधित केबल	आईएस 00694 : 90
19. 8149074 96/06	एक्सल कोबल (इंडिया) 95/5 ब्लाक नं. 2, इन्फ्रस्ट्रक्चर्स, कीर्ति नगर, नई दिल्ली 110 035	1100 बोल्ट तक की कार्यकारी बोल्टता के लिए पीवीसी रोधित केबल	आईएस 00694 : 90
20. 8148577 96/06	एमके (इंडिया) (प्रा) लि., 8/14, नकुल गली, बिश्वास नगर, शाहदरा, दिल्ली 110032	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 3 विद्युत इस्तर	आईएस 00302 : 92 भाग 02 खंड 3
21. 8149276 96/06	माइसो केबल इंडस्ट्रीज, 7186, प्रजुन गली, बिश्वास नगर, शाहदरा, दिल्ली 110032	1100 बोल्ट तक की कार्यकारी बोल्टता के लिए पीवीसी रोधित केबल	आईएस 00694 : 90
22. 8145773 96/06	क्राउन सेल्स ए-23, शिवपुरी एक्सटेंशन, पी. ओ. कृष्णा नगर, दिल्ली	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 201	आईएस 00302 : 92 भाग 02 खंड 201
23. 8146977 96/06	क्राउन सेल्स, ए-23, शिवपुरी एक्सटेंशन, पी. ओ. कृष्णा नगर, दिल्ली	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 3 विद्युत इस्तर	आईएस 00302 : 92 भाग 02 खंड 03
24. 8146068 96/06	डिट्ज इलेक्ट्रिकल्स (इंडिया) लि., 29, मल्का गंज, रोड, दिल्ली 110 007	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 201	आईएस 00302 : 92 भाग 02 खंड 201
25. 8146472 96/06	एमके (इंडिया) (प्रा) लि., 8/14, नकुल गली, बिश्वास नगर, शाहदरा, दिल्ली 110 032	विद्युत इस्तर	आईएस 00366 : 91
26. 8146270 96/06	जैन इंटरप्राइजेज, बी-1443-44, शास्त्री नगर, दिल्ली 110 052	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 201	आईएस 00302 : 92 भाग 02 खंड 201
27. 8145975 96/06	कर्म होम एप्लायंसेस प्रा. लि., बी-3/24, मांडल टाउन दिल्ली 110 009	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 3	आईएस 00302 : 92 भाग 02 खंड 03
28. 8147474 96/06	मेस इलेक्ट्रिकल्स प्रा. लि., ए-23 बी, लेन नं. 4, भानु पर्वत इंड. एरिया, नई दिल्ली 110 005	घरेलू और समान विद्युत साधनों की सुरक्षा, भाग 2 विवरणात्मक अपेक्षाएं खंड 3 विद्युत इस्तर	आईएस 00302 : 92 भाग 02 खंड 3

(1)	(2)	(3)	(4)	(5)	(6)
29.	8147575	98/06	नवयुग एम्प्लॉयर्स (इंडिया) बी—52 मायापुरी इंड. एरिया, फेस 1, नई दिल्ली	घरेलू और समान विद्युत् साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 3 विद्युत् इस्तेमाल	आईएस 00402 : 92 भाग 02 खंड 03
30.	8145874	96/06	म्यूह्रीट इलैक्ट्रिकल्स, एच—56, उद्योग नगर, रोहतक रोड, नई दिल्ली 110 041	घरेलू और समान विद्युत् साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 201	आईएस 00302 : 92 भाग 02 खंड 201
31.	8148173	96/08	पूजा प्लास्टिक इंडस्ट्रीज, 4622, बी/235 जय माता मण्डि नगर, दिल्ली 110 035	घरेलू और समान विद्युत् साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 3 विद्युत् इस्तेमाल	आईएस 00302 : 92 भाग 02 खंड 03
32.	8148375	96/06	रेक्स इंटरप्राइजेज 283 थान सिंह नगर, गली नं. 2 मिलिमी रोड नई दिल्ली 110005	घरेलू और समान विद्युत् साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 201	आईएस 00302 : 92 भाग 02 खंड 201
33.	8147979	96/06	रॉ रजिस्ट (इंडिया) 18/24, सम्मुख गली नं. 4 आनन्द पर्वत इंड. एरिया न्यू रोहतक रोड, नई दिल्ली 110 005	घरेलू और समान विद्युत् साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 3 विद्युत् इस्तेमाल	आईएस 00302 : 92 भाग 02 खंड 03
34.	8149579	96/06	मूरी इंटरप्राइजेज 662/8 घाटी मार्ग, पंजाबी बस्ती, आनन्द पर्वत नई दिल्ली 110006	घरेलू और समान विद्युत् साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 201	आईएस 00302 : 92 भाग 02 खंड 201
35.	8147878	96/06	स्टार प्राइवेट्स (इंडिया) 79—ए गली नं. 13, गुरुद्वारा मोहल्ले, मोजपुर, दिल्ली 110 053	घरेलू और समान विद्युत् साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 3 विद्युत् इस्तेमाल	आईएस 00302 : 92 भाग 02 खंड 03
36.	8147676	96/06	सुविधा एम्प्लॉयर्स (प्रा) लि. बी—19, सेक्टर 4, नोएडा 201 301	घरेलू और समान विद्युत् साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 201	आईएस 00302 : 92 भाग 02 खंड 201
37.	8147373	96/06	अस्ट्रेप्लिस्ट सिस्टम्स बी—72/3 बनीसपुर इंड. एरिया, दिल्ली 110052	घरेलू और समान विद्युत् साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 201	आईएस 00302 : 92 भाग 02 खंड 201
38.	9115365	96/06	अटल इंडस्ट्रीज, गली नं. 9, अर्जुन नगर, राधा स्वामी रोड, सुधियाना (पंजाब)	इस्पात के इककनदार कब्जे	आईएस 01341 : 92
39.	9116064	96/06	असेल पब्लिशिंग (प्रा) लि., पेटून रोड, जिला पटियाला, समना मंडी (पंजाब) 147 101	पेयजल आपूर्ति के लिए गैर-प्लास्टिक कृत पीवीसी पाइप	आईएस 04985 : 88
40.	9315770	96/06	सम्राट प्लास्टिक्स प्रा. लि., हवेलपुर रोड, जिला पटियाला, बाराबस्ती (पंजाब)	सामान्य प्रयोजन के लिए प्लाईवुड	आईएस 00103 : 89
41.	9115567	96/06	श्री राम एग्री केमीकल्स, सिम्रन रोड, जिला हिमालय, टोहना (हरियाणा) 126 120	जिक माल्टेड, कृषि फेड	आईएस 08249 : 76
42.	9116367	96/06	वीनस पेंट्स प्रैक्टिकल रिसर्च क., 175, इंडस्ट्रियल एरिया, फेस 1, पंचकुला (हरियाणा)	सीमट पेंट	आईएस 05410 : 92
43.	8148072	96/06	सन शाहन इंडस्ट्रीज, 10/2319, रथपुर नं. 2, गली नं. 12, गांधी नगर, दिल्ली 110 031	द्रवित पेंट्रीलिथम गैसों के साथ प्रयुक्त घरेलू गैस बल्बें	आईएस 04246 : 92
44.	8150160	96/06	एम. यू. पम्प प्रा. लि., जी—25, सेक्टर 11, नोएडा	निमज्जनीय पम्पसेटों की विशिष्ट	आईएस 08034 : 89

(1)	(2)	(3)	(4)	(5)	(6)
45.	7108964	96/06	एम आर केबल 2006/11 जीआईडीसी इंड. एस्टेट, फेस 4, विटल उद्योग नगर, तालुक अनन्द, जिला खेड़ा 388 121	1100 वोल्ट तक की कार्यकारी बोल्टता के के लिए पीवीसी केबल	आईएस 00694: 90
46.	7109966	96/06	बनस्कन्हा जिला कॉम्पाउ मिलक प्राइमर्स यूनियन लि., पोस्ट बाक्स नं. 20, पालनपुर 385 001	मीटी पेस्ट्री का मलाई रहित दूध पाउडर	आईएस 12299: 88
47.	8146341	96/06	शान्ति स्टील रोलिंग मिल्स 15 किमी स्टोन, ह्रापुड़ रोड, गर्मासकाव	दरवाजों, खिड़कियों तथा गैशनदानों के के लिए तप्त बेल्सित मेक्शन	आईएस 07452: 90
48.	8101147	96/06	सैमरमिल केमीकल्स, एच-21, 23 रोड नं. 1, बेगराजपुर इंड. एरिया, मुजफ्फरनगर	मोकोकोडोस फर्कस प्ल	आईएस 08074: 90
49.	8147777	96/06	एस. एन. इलेक्ट्रिकल्स इंडस्ट्रीज, डी-2/13, माडल टाउन, दिल्ली 110009	घरेलू और समान दिष्टन साधनों की सुरक्षा भाग 2 विवरणात्मक प्रयोगों खंड 201	आईएस 00302: 92 भाग 02 खंड 201
50.	9115264	96/06	प्रीमियर सायड्स इंड., डी-33, इंड. एस्टेट, अलीपुर 202 001	पशु आहार के संपूरक खनिज मिश्रण	आईएस 01664: 92
51.	9116468	96/06	भमोली सेरेप्लास लि., संज कर्सी रोड, आराबकी	पेयजल आपूर्ति के लिए गैर-प्लास्टिकृत पीवीसी पाइप	आईएस 04985: 88
52.	5063352	96/06	हिल्मुस्तान हैबी केमीकल्स लि. 19 बी. टी. रोड, पी. ओ. बी. बी. सोपान, खारडा, 24 परगना (उ.) प. बंगाल 743 121	ग्लीसिंग पाउडर स्टेबल	आईएस 01065: 89
53.	5063958	96/06	गशिमी लैम्प वर्क्स, 2, श्रीपुर, हालतु, कलकत्ता 700 078	टंगस्टन तंतु के सामान्य सेवा बिजली के लैम्प	आईएस 00418: 78
54.	5063049	96/06		इस्पात के दरवाजे, खिड़कियाँ और झरोखे	आईएस 01038: 83
55.	5063655	96/06	एम्पायर जूट कं. लि., 15, बी. टी. रोड, तामपकुर, 24 परगना	खाद्यान्न पैक करते के लिए पटसन के बोरे- 50 किग्रा.	आईएस 12650: 89
56.	5064051	96/06	नार्थ इस्टर्न ट्यूब्स लि., पश्चिम बारागांव, एनएच-37, गुवाहाटी, असम 781 033	मुटु इस्पात की नायियाँ नलिकाकार साम- ग्रियों तथा पिटिंग इस्पात की अन्य फिटिंग	आईएस 01239: 90 भाग 01
57.	5063251	96/06	दया इंजी. वर्क्स, गेरे मानपुर, पी. ओ. बुनियादगंज, गया 823 003	पूर्व प्रतिलिप्त कंटीट के लिये बिना लेपित प्रतिबल मुक्त तार	आईएस 06006: 83
58.	5063857	96/06	तटानकर एंसी ट्यूब प्रा. लि., सी-53, फेस 2, प्रविश्यपुर इंडस्ट्रियल एरिया, जमशेदपुर 823 109	पोराह	आईएस 1759: 86
59.	6108656	96/06	ई आई डी पेरो (इंडिया) लि. रानीपेट जिला उत्तरी आरकोट 632 401	कॉंसकामिडान जल विषय सांज	आईएस 06177: 81
60.	6109456	96/06	ऐलिजाबेथ कण्डक्टर्स एनपी 7/935 ए, इंडस्ट्रियल एस्टेट, पप्पनमकोडे, तिरुवनन्तापुरम 695 019	गिरोपरि प्रेषण कार्यों के लिए लिए एल्यूमीनियम के जालक भाग 2	आईएस 00398: 76 भाग 02

(1)	(2)	(3)	(4)	(5)	(6)
61.	7108358	96/06	पानीर सीमेंट कं., गांव नार, पी. ओ. कुदास, भिवाडी बाड़ा रोड, बाड़ा तालुक, थाणे जिला 421 312	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89
62.	7108055	96/06	सचिन बल्ब इंडस्ट्रीज, प्लॉट नं. 52, इंड. एस्टेट, परली वेंजनाथ, ' ' बीड़ जिला 431 515	टंगस्टन तंतु के सामान्य रोवा बिजली के लैम्प	आईएम 00418 : 78
63.	7108863	96/06	गैलेक्सी केबल्स इंड. प्लॉट नं. 3 एन., एमआईडीसी कुपवाड़ा ब्लॉक सांगली 416 425	गिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 4 एल्युमीनियम मिश्रधातु सड़दार चालक एल्युमी.-मेग्नी- सिलिकॉन प्रकार	आईएस 00398 : 76 भाग 04
64.	7107659	96/06	पाउगिल्वर इलेक्ट्रिकल इंडस्ट्रीज, प्लॉट नं. एच-28/2, फेस 3, एमआईडीसी, अकोला	पावर पराचित-वायु-बलित छिड़काव यंत्र एवं भुरकन यंत्र भाग 1 नैपसेक डाइप	आईएस 07593 : 86 भाग 01
65.	7108560	96/06	प्रिम पाइप्स एण्ड फिटिंग्स प्रा. लि., 132/1/1/3, अतहल रोड, गांव अथल, सिलवस्सा केन्द्र शामिल प्रदेश सिलवस्सा 396 230	बिजली के प्रयोजनों के लिये बाब संवेदी आंसंजीटेप भाग 1 सामान्य अपेक्षाएं	आईएस 07834 : 87 भाग 01
66.	7107962	96/06	भावना इंड. कारपो. अजी इंड. एस्टेट, भावनगर रोड, राजकोट 360 003	साफ, ठंडे पानी के लिए क्षैतिज अपकेन्द्री पम्प भाग 1 कुधि और ग्रामीण जलपूर्ति प्रयोजनों के लिए	आईएस 06595 : 93 भाग 01
67.	7108459	96/06	जॉली प्लास्टिक इंडस्ट्रीज लि., जूनागढ़-सामनगर हाइवे, जिला राजकोट	सिंचाई उपकरण; (सर्जक)	आईएस 13487 : 92
68.	7108257	96/06	कटरा जिला कॉ-ऑपरेटिव मिल्क आनन्द, प्रॉड्यूसर्स यूनियन लि., जिला कटरा 388 110		आईएस 12299 : 88
69.	7108661	96/06	पान आदिसन इलेक्ट्रिकल्स 3, मनोरथ इंड. एस्टेट, समीप मिलन सिनेमा, सारसपुर अहमदाबाद 380 018	कृषि कार्यों के लिए साफ, ठंडे पानी के मोनोसीट पम्प	आईएस 09079 : 89
70.	8145369	96/06	बैरलिया स्टील्स (प्रा) लि.; 59 एसएसआई कॉ-ऑप-इंड एस्टेट जी. टी. करनाल रोड, दिल्ली 110 033	नोदक टाइप एंसी संचालन पंखे .	आईएम 023132 : 67
71.	8149377	96/06	हर नारामण ट्यूब्स डब्ल्यूजैड 754 ए, सुवर्णन पार्क, नई दिल्ली	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त घरेलू गैस ब्यूल्हे	आईएस 04216 : 92

(1)	(2)	(3)	(4)
72. 8145470	96/06	एस. वी. एस. मार्केटिंग (प्रा.) लि., 29 न्यू/4, लेन 4—आई., इ.ड. एरिया, आनन्द पर्वत, नई दिल्ली 110 005	250 वोल्ट तक की रेटिल वोल्टता और 16 एम्पीयर तक की रेटितधारा के लिए प्लग मार्केट आउटलेट आईएस 01293 : 88
73. 8146775	96/06	वसंत इंडस्ट्रीज, 42, राजस्थानी उद्योग नगर, जी. टी. करनाल रोड, दिल्ली 110 033	केवल रक्षण हेतु मृदु हस्पात के तार फारमेट वायरयुक्त और टेप आईएस 03975 : 88
74. 8147070	96/06	ब्रेलिया स्टोल्स (प्रा) लि., 59 एसएसआई कॉ. ऑफ इ.ड.एस्टेट, जी. टी. करनाल रोड, दिल्ली 110 033	एक फेज लघु ए. सी. और मात्रिक बिजनी की मोटर आईएस 00996 : 79
75. 8146169	96/06	कोठारी केबल इंडस्ट्रीज, 136/2 मेन रोड, बादली, दिल्ली 110 006	पीवीसी रोहित (भारी इयूटी) बिजली की केबल भाग 1 1100 वोल्ट तक की कार्यकारी वोल्टता के लिए आईएस 01554 : 89 भाग 01
76. 8149175	96/06	सेवा ट्रेडिंग कारपोरेशन, 7006, बेरी बाला बाग पुल बंगस, दिल्ली 110 006	घरेलू और समान विद्युत् साधनों की सुरक्षा, भाग 2 विवरणा- त्मक अपेक्षाएं खंड 201 आईएस 00302 : 92 भाग 02 खंड 201
77. 8149478	96/06	सेवा ट्रेडिंग कारपोरेशन, 7006, बेरी बाला बाग, पुल बंगस, दिल्ली 110 006	घरेलू और समान विद्युत् साधनों की सुरक्षा भाग 2 विवरणा- त्मक अपेक्षाएं खंड विद्युत् विकोरक आईएस 00302 : 92 भाग 02 खंड 30
78. 8147272	96/06	एम. पी. पेट्रोकेम प्रा. लि., प्लॉट नं. 90, सेक्टर 3, पीतमपुरा इंडस्ट्रियल एरिया, पीतमपुर, धार	नया विद्युत् रोधन तेल आईएस 00335 : 93
79. 8146876	96/06	वि नम्बई वर्मा ट्रेडिंग कारपो. लि., सेन्ट्रल इंडिया बोर्ड प्राइवेट्स डिवीजन, पथरौटा रोड, पी. बी. नं. 32, होशंगाबाद, इटारसी 461 111	सामान्य प्रयोजनों के लिये लकड़ी का कणबोर्ड (मध्यम घनत्व) आईएस 03087 : 85
80. 8145571	96/06	ग्रेसिम सीमेंट (ग्रेसिम इंडस्ट्रीज लि., की एक इकाई) गांव एवं पोस्ट रावन, तहसील सिम्गा, राधपुर	पोर्टलैंड स्लेग सीमेंट आईएस 00455 : 89
81. 8149983	96/06	रायगढ़ जूट मिल्स लि., रायगढ़ 496 004	खाद्यान्न पैक करने के लिए पटसन के बोरे—50 किग्रा. आईएस 12650 : 89
82. 8145268	96/06	राजश्री सीमेंट वर्क्स प्रा. लि., 46, इंडस्ट्रियल एरिया, ठिकरिया, बन्सवाड़ा 327 001	33 ग्रेड साधारण पोर्टलैंड सीमेंट आईएस 00269 : 89

(1)	(2)	(3)	(4)	(5)	(6)
83.	8148880	96/06	श्री औरोमा (ग्रोम) पम्प्स प्रा. लि., ए-407/ए/बी/1, रोड नं. 14, विश्वकर्मा इंडस्ट्रियल एरिया, जयपुर 302 013	गहराई में पानी निकालने के इयबरेमे (डलोम)	आईएस 13056 : 94
84.	8146573	96/06	शिकाग्रिफी इम्प्लीमेंट लिमिटेड, ए-38, एच एम नगर, पाली फलना 306116	पोराह	आईएस 01759 : 86
85.	8146573	96/06	सिक्थोर मीटर्स लिमिटेड, पोस्ट बाक्स नं. 20, प्रताप नगर इंडस्ट्रियल एरिया, जयपुर	ए.सी. स्थैतिक वाट घंटामीटर वर्ग 1 और 2	आईएस 13779 : 93
86.	8149680	96/06	विक्रमादित्य सीमेंट्स प्रा. लि., रिको इंडस्ट्रियल एरिया, सुजानगढ़, चूर, सुजानगढ़।	33 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 00269 : 89
87.	8149781	96/06	जम्जोडिया सीमेंट प्रा. लि., रिको इंड. एरिया, प्लॉट नं. 96, 97, एवं 118, रतनगढ़ 331 022	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89
88.	8146674	96/06	ज्योति सीमेंट्स (प्रा) लि., एफ-68, बी-70, रिको इंडस्ट्रियल एरिया, बेहरोड़, जिला अलवर 301 701	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89
89.	8148678	96/06	के एस आर स्टील्स प्रा. लि., जी-1031, फेस 3, इंडस्ट्रियल एरिया, अलवर, भिवाड़ी 301 019	केवल रक्षण हेतु मृदु इस्पात के तार फारमड वायरयुक्त और टेप	आईएस 03975 : 88
90.	8145672	96/06	मंगलम सीमेंट लि., अस्थित्य नगर, पी. ओ. मोरक, कोटा 326 517	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89
91.	8147171	96/06	संध्या सीमेंट (प्रा) लि., एफ-783 (ए) विश्वकर्मा इंड. एरिया, रोड नं. 13, जयपुर 302 013	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89
92.	8149882	96/06	श्री मोदी सीमेंट्स (राज) प्रा. लि., ई-6, 9, रिको इंड. एरिया, बेहरोड़ 301 701	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89
93.	9116266	96/06	भारत केबल्स तुंगा रोड, संगरूर 148001 संगरूर 148 001	1100 वोल्ट तक की कार्यकारी वोल्टता के लिए पीवीसी रेजिस्टर केबल	आईएस 00694 : 90
94.	9115668	96/06	इंटरनेशनल सिलिडर्स प्रा. लि., 20, इंड. एरिया, पोस्ट बाक्स नं. 27, पोटा साहिब (हि. प्र.)	अल्युमीनियम ब्रॉन्ज नैसों के लिए 5-लिटर से अधिक जल- क्षमता वाले बेल्डित अन्य कार्बन इस्पात के सिलिडर	आईएस 03196 : 92 भाग 01

(1)	(2)	(3)	(4)	(5)	(6)
95.	9116165	96/06	हिन्दू मेटल्स, मस्जीन्दली गली, फैजपुरा रोड, बटुआ 143 505	जल सेवा कंरल	आईएस 02692 : 89
96.	5063150	96/06	उषा पॉलीटैक्स खाजेपुरा, बरेली रोड, पटना	संवातन जलै कर्ष के पानी के तंत्र सहित भवनों के अन्दर की सिष्टी, तथा अर्वाणिष्ट निरावेशन तंत्र के लिए अनेक- कृत पीपीसी पाइप	आईएस 13592 : 92

[संख्या के प्र वि / 13 : 11]

जे. वेंकटरमन, अपर महानिदेशक

New Delhi, the 10th February, 1999

S.O. 601.—In pursuance of Sub-regulation (5) of the Bureau of Indian Standards (Certification) Regulations, 1988, of Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule.

THE SCHEDULE

Sl. No.	Licence No.	Operative Date	Name & address (factory) of the party	Title of the standard	IS:No/Part/Sec & Year
1	2	3	4	5	6
1.	6105246	96/06	Muthu Meena Agencies No. 5 Ramalinga Nagar, South Extension, Vaylur Main Road, Trichy 620 017	Coaltar food colour preparations and mixtures (first revision) (Amendments 5)	IS 05346:7 5
2.	7107255	96/06	Chakan Veg Oils Limited E-2, MIDC Kurkumbh Tal. Dahad Pune District 413 801	Vanaspati (first revision) (Amendment 1)	IS 10633:86
3.	7107356	96/06	Eatable Colour Products At Temghar, Post ; Jete, Tal ; Mahad Raigad District 402 309	Coaltar food colour preparations and mixtures (first revision) (Amendments 5)	IS 05346:75
4.	7107154	96/06	Sheth Agency 42, Paras Indl. Estate Ramchandra Lane Mahad (W) Bombay 400 064	Burner for oil pressure stoves and oil pressure heaters (first revision) (Amendment 1)	IS 08808:86
5.	7107053	96/06	Technocraft Industries A-25, MIDC, Marol Indl. Area, Mahakali Caves Road Andheri (E) Bombay 400 093	Mild steel tubes, tublars and other wrought steel fittings, part 1 Mild steel tubes (fifth revision) (Amendments 3)	IS 01239:90 Part 01

1	2	3	4	5	6
6. 7108156	96/06	Polycot Cables Private Limited 569/A Kalol Mahesana Highway Near Nirma Chhatral Mahesan Distt 382 729	PVC insulated winding wires for submersible motors for 80 degree celcius operation (Amendments 3)	IS 0878:78	
7. 7107861	96/06	Mahavir Rolling Mills 2410, Phase IV GIDC Estate [Vatva Ahmedabad	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89	
8. 9114363	96/06	Swadeshi Enterprise & Chemical Industries 111/108 A, Pokharpur Kanpur	Butachlor emulsifiable concentrates (Amendments 2)	IS 09356:80	
9. 6105549	96/06	Green Revolution Centre 1A, Kattur Road Rasipuram Distt. Salem 637 408	Monocrotophos SL (second revision)	IS 08074:90	
10. 6105751	96/06	Pasumai Irrigations Ltd 52/2, Mangalam Road, Uruvaiyur, Pondicherry 605 110	Irrigation equipment—strainer type fltrs (Amendment 1)	IS 12785:89	
11. 6105448	96/06	Canara Pipes Pvt Ltd A-278, 6th Main Road, Second Stage, Peenya Indl Area Bangalore 560 058	Unplasticised PVC pipes for potable water supplies (second revision) (Amendment 1)	IS 04985:88	
12. 6105852	96/06	Vivekanand Cements Pvt Ltd Survey No. 54, Somkhed Village Sedam Taluk Gulbarga District	33 Grade ordinary portland cement (forth revision) (Amendments 3)	IS 00269:89	
13. 6105347	96/06	Haritha Irrigation Products Pvt Ltd., Plot No. 130/1, IDA, Phase II Cherlapally Hyderabad 500 051	Irrigation equipment—polyethylene pipes for irrigation laterals (Amendment 1)	IS 12786:89	
14. 6105953	96/06	J. K. Cements Plot No. 69, B & C, IDA, Kondapalli Krishna District	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89	
15. 6105650	96/06	Sri Sai Industries Ltd 146, AIE, Pedagantyada Visakapatnam	Portland slag cement (fourth revision) (Amendments 3)	IS 00455:89	
16. 7108762	96/06	Road Tech Equipment Pvt Ltd 213 Phase-I GIDC Industrial Estate Mahesana 384 002	Deepwell hand pumps (third revision) (Amendments 2)	IS 09301:90	

1	2	3	4	5	6
17. 7109158	96/06	Prestressed Wire Industries 85/2/1 Madhuja Colony Road Rakhial Village (Union Territory of Dadra, Nagar and Haveli) Silvassa 396 230	Indented wire for prestressed concrete (first revision) (Amendment 1)	IS 06003:83	
18. 8148476	96/06	Ashoka Cable Co. 30/1, Daksh Road Vishwas Nagar Shahdara Delhi 110 032	PVC Insulated cables for working vol- tages upto and including 1100 V (third revision) (Amendment No. 1 to 4)	IS 00694:90	
19. 8149074	96/06	Excel Cables (India) 95/5, Block No. 2, WHS, Kirti Nagar, New Delhi 110 015	PVC Insulated cables for working vol- tages upto and including 1100 V (third revision) (Amendment No. 1 to 4)	IS 00694:90	
20. 8148577	96/06	EMKAY (India) (P) Ltd. 8/14, Nakul Gali Vishwas Nagar Shahdara Delhi 110 032	Safety of household and similar electri- cal appliances : Part 2 Particular requirements, Sec 3 Electric iron	IS 00302:92 Part 02 Sec 03	
21. 8149276	96/06	Myso Cable Industries 7/86, Arjun Gali Vishwas Nagar Shahdara Delhi 110 032	PVC Insulated cables for working vol- tages upto and including 1100 V (third revision) (Amendment No. 1 to 4)	IS 00694:90	
22. 8145773	96/06	Crown Sales A-23, Shiv Puri Extn. P.O. Krishna Nagar Delhi	Safety of household and similar electric appliances : Part 2 Particular require- ments, Sec 201 Electric immersion water heater	IS 00302:92 Part 02 Sec 201	
23. 8146967	96/06	Crown Sales A-23, Shiv Puri Extn. P.O. Krishna Nagar Delhi	Safety of household and similar elec- trical appliances: Part 2 Particular requirements' Sec 3 Electric iron	IS 00302:92 PART 02 Sec 03	
24. 8146068	96/06	Ditz Electrical (India) Ltd. 29, Malka Ganj Road Delhi 110 007	Safety of household and similar elec- tric appliances : Part 2 Particular re- quirements, Sec 201 Electric immer- sion water heater	IS 00302:92 Part 02 Sec 201	
25. 8146472	96/06	Em Kay (India) (P) Ltd. 8/14, Nakul Gali Vishwas Nagar Shahdara Delhi 110 032	Electric irons	IS 00366:91	
26. 8146270	96/06	Jain Enterprises B-1443-44, Shastri Nagar Delhi 110 052	Safety of household and similar electric appliances : Part 2 Particular require- ments, Sec 201 Electric immersion water heater	IS 00302:92 Part 02 Sec 201	
27. 8145975	96/06	Karm Home Appliances Pvt Ltd B-3/24 Model Town Delhi 110 009	Safety of household and similar electric appliances : Part 2 Particular require- ments, Sec 3 Electric iron	IS 00302:92 Part 02 Sec 03	

1	2	3	4	5	6
28. 8147474	96/06	Megs Electricals Pvt. Ltd. A-23 B, Lane No. 4 Anand Parbat Indl. Area New Delhi 110 005	Safety of household and similar electric appliances : Part 2 Particular require- ments, Sec 3 Electric iron	IS 00302:92 Part 02 Sec 03	
29. 8147575	96/06	Navyug Appliances (India) B-52, Mayapuri Indl. Area Phase I New Delhi	-do-	IS 00302:92 Part 02 Sec 03	
30. 8145874	96/06	Nuheat Electricals H-56, Udyog Nagar Rohtak Road New Delhi 110 041	Safety of household and similar electric appliances : Part 2 Particular require- ments, Sec 201 Electric immersion water heater	IS 00302:92 Part 02 Sec 201	
31. 8148173	96/06	Pooja Plastic Industries 4622, B/235, Jai Mata Market Tri Nagar Delhi 110 035	Safety of household and similar electric appliances : Part 2 Particular require- ments, Sec 3 Electric iron	IS 00302:92 Part 02 Sec 03	
32. 8148375	96/06	Rex Enterprises 283 Than Singh Nagar Gali No. 2 Military Road New Delhi 110 005	Safety of household and similar electric appliances : Part 2 Particular require- ments, Sec 201 Electric immersion water heater	IS 00302:92 Part 02 Sec 201	
33. 8147979	96/06	Raw Rubbers (India) 18/24, Opp. Gali No. 4 Anand Parvat Indl. Area New Rohtak Road New Delhi 110 005	Safety of household and similar electric appliances : Part 2 Particular require- ments, Sec 3 Electric iron	IS 00302:92 Part 02 Sec 03	
34. 8149579	96/06	Suri Enterprises 662/8 Ghati Marg Punjabi Basti Anand Parbat New Delhi 110 006	Safety of household and similar electric appliances : Part 2 Particular require- ments, Sec 201 Electric immersion water heater	IS 00302:92 Part 02 Sec 201	
35. 8147378	96/06	Star Product (India) 79-A, Gali No. 13, Gurdwara Mohala. Moujpur, Delhi 110 053	Safety of household and similar electric appliances: Part 2 Particular require- ments Sec 3 Electric iron	IS 00302:92 Part 02 Sec 03	
36. 8147676	96/06	Tulika Appliances (P) Ltd. B-19, Sector IV Noida 201 301	-do-	IS 00302:92 Part 02 Sec 03	
37. 8147373	96/06	Ultra Heat Systems B-72/3, Wazirpur Indl. Area Delhi 110 052	Safety of household and similar electric appliances : Part 2 Particular require- ments Sec 201 Electric immersion water heater	IS 00302:92 Part 02 Sec 201	

1	2	3	4	5	6
38. 9115365	96/06	Atoot Industries Street No. 9, Arjan Nagar Radha Swami Road Ludhiana (Punjab)	Steel But Hinges (six revision)	IS 01341:92	
39. 9116064	96/06	Bansal Ployvin (P) Ltd. Patran Road, Distt. Patiala Samana Mandi (Punjab) 147 101	Unplasticised PVC pipes for potable water supplies (second revision) (Amendment 1)	IS 04985:88	
40. 9115870	96/06	Samrat Plywood Pvt. Ltd. Habetpur Road Distt. Patiala Derabassi (Punjab)	Plywood for general purposes (Third revision) (Amendment 1)	IS 00303:89	
41. 9115567	96/06	Shri Ram Agro Chemicals Simbal Road, Distt. Hissar Tohana 126 120 (Haryana)	Zinc sulphate, agricultural grade (Amendments 2)	IS 08249:76	
42. 9116367	96/06	Venus Paints Manufacturing Co. 175, Industrial Area Phase-1, Punchkula (Haryana)	Cement paint (first revision) (Amend- ment 1)	IS 05410:92	
43. 8148072	96/06	Sun Shine Industries X/2319, Raghupur No. 2, Gali No. 12, Gandhi Nagar Delhi 110 031	Domestic gas stoves for use with lique- fied petroleum gases (fourth revision)	IS 04246:92	
44. 8150160	96/06	S.U. Pumps Pvt. Ltd. G-25, Sector 11, Noida	Submersible pumpsets (first revision) (Amendments 3)	IS 08034:89	
45. 7108964	96/06	M R Cables 2006/11 GIDC Indl. Estate Phase 4 Vittal Udyog Nagar Taluka Anand Distt. Kheda 388 121	PVC Insulated cables for working volt- ages upto and including 1100 V (third revision) (Amendment No. 1 to 4)	IS 00694:90	
46. 7109966	96/06	Banaskantha Distt. Co-Op. Milk Producers Union Ltd, Post Box No. 20 Palanpur 385 001	Sweetened partly skimmed milk powder	IS 12299:88	
47. 8146371	96/06	Shanti Steel Rolling Mills 15 Km Stone Hapur Road Ghaziabad	Hotrolled steel sections for doors, win- dows and ventilators (second revision)	IS 07452:90	

1	2	3	4	5	6
48.	8101147	96/06	Somanil Chemicals H-21, 23 Road No. 1, Begraipur Indl. Area Muzaffar Nagar	Monocrotophos SL (second revision)	IS 08074:90
49.	8147777	96/06	S.N. Electrical Industries D-2/13, Model Town Delhi 110 009	Safety of household and similar electric appliances : Part 2 Particular require- ments, Sec 201 Electric immersion water heater	IS 00302:92 Part 02 Sec 201
50.	9115264	96/06	Premier Salts Inds. D-33, Indl. Estate Aligarh 202 001	Mineral mixtures for supplementing cattle feeds (third revision) (with amend. no. 1)	IS 01664:92
51.	9116468	96/06	Amoli Ceraplas Ltd. Village Gaggaur, Kursi Road, Barabanki	Unplasticised PVC pipes for potable water supplies (second revision) (Amendment 1)	IS 04985:88
52.	5063352	96/06	Hindusthan Heavy Chemicals Ltd., 19 B.T. Road, P.O. B.D. Sopan, Khardah, 24-Parganas(N), W.B. 748 121	Bleaching powder, stable (second revi- sion)	IS 01065:89
53.	5063958	96/06	Rashmi Lamp Works, 2, Sreepur, Haltu, Calcutta 700 078	Tungsten filament general service electric lamps (third revision) (Amendments 7)	IS 00418:78
54.	5063049	96/06		Steel doors, windows and ventilators (Third revision) (Amendment 1)	IS 01038:83
55.	5063655	96/06	Empire Jute Co. Ltd. 15, B.T. Road Talpurkur 24 Parganas	Jute bags for packing foodgrains 50 kg	IS 12650:89
56.	5064051	96/06	North Eastern Tubes Ltd., Paschim Boragaon, NH-37, Guwahati, Assam 781 038	Mild steeltubes, tubulars and other wrought steel fittings, Part 1 Mild steel tubes (fifth revision) (Amend- ments 3)	IS 01239:90 Part 01
57.	5063251	96/06	Daya Engg. Works Gere Manpur P.O. Buniadganj Gaya 823 003	Uncoated stress relieved strand for pres- tressed concrete (first revision) (Amendments 2)	IS 06006:83
58.	5063857	96/06	Tatanagar Agri Tools Pvt. Ltd. C-53, Phase II Adityapur Industrial Area Jamshedpur 823 109	Powrhas (second revision)	IS 01759:86
59.	6108656	96/06	E.I.D. Parry (India) Ltd. Ranipet Distt. North Arcot 632 401	Phosphamidon water soluble concentrates (first revision)	IS 06177:81

1	2	3	4	5	6
60. 6109456	96/06	Elezabeth Conductors NP VII/935A Industrial Estate Pappanmoode Thiruvananthapuram 695 019	Aluminium conductors for overhead transmission purposes: Part 2 Aluminium conductors, galvanized steel reinforced (second revision) (Amendment 3)	IS 00398:76 Part 02	
61. 7109358	96/06	Panceer Cement Co. Village Nare, P.O. Kudas Bhiwandi Wada Road Wada Taluk Thane District 421 312	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89	
62. 7108055	96/06	Sachin Bulb Industries Plot No. 52, Indl. Estate Parli-Vaijnath Beed District 431 515	Tungsten filament general service electric lamps)third revision) (Amendments 7)	IS 00418:78	
63. 7109963	96/06	Galaxy Cables Inds. Plot No. 3N MIDC Kupwad Block Sangli 416 425	Aluminium conductors for overhead transmission purposes: Part 4 Aluminium alloy stranded conductors (aluminium magnesium silicon type) (third revision)	IS 00398:76 Part 04	
64. 7107659	96/06	Padgilwar Electrical Industries Plot No. H-28/2 Phase 3 MIDC Akola	Power operated pneumatic sprayer-cum-duster: Part 1 Knapsack type (first revision)	IS 07593:86 Part 01	
65. 7108560	96/06	Prince Pipes and Fittings Pvt. Ltd. 132/1/1/3 Athal Road Village Athal Silvassa U T of DNH and Silvassa 396230	Injection moulded PVC fittings with solvent cement joints for water supplies: Part 1 General requirements (first revision)	IS 07834:87 Part 01	
66. 7107962	96/06	Bhavna Indl. Corpn. Aji Industrial Estate Bhavnagar Road Rajkot 360 003	Horizontal centrifugal pumps for clear, cold water : Part 1 Agricultural and rural water supply purposes (second revision)	IS 06595:93 Part 01	
67. 7108459	96/06	Jolly Plastic Industries L+d. Junagarh-Jamnagar Highway Jankandorna Distt. Rajkot	Irrigation equipment— emitters	IS 13487:92	
68. 7108257	96/06	Kaira District Co-Operative Milk Producers Union Ltd. Anand Distt. Kaira 388 110	Sweetned party skimmed milk powder	IS 12299:88	
69. 7108661	96/06	Pan Addison Electricals 3, Manorath Indl. Estate Near Milan Cinema Saraspur Ahmedabad 380 018	Monoset pumps for clear, cold water for agricultural purposes (first revision) (Amendments 2)	IS 09079:89	

1	2	3	4	5	6
70. 8145369	96/06	Berlia Steels (P) Ltd. 59 SSI Co-Op. Indl. Estate G.T. Karnal Road Delhi 110 033	Propeller type ac ventilating fans (first revision) (Amendments Nos. 6)	IS 02312:97	
71. 8149377	96/06	Har Narain Tubes WZ-754 A, Sudershan Park New Delhi 110 015	Domestic gas stoves for use with liquefied petroleum gases (fourth revision)	IS 04246:92	
72. 8145470	96/06	S.V.S. Marketing (P) Ltd. 29 Q/4, Lane No. 4-I Industrial Area, Anand Parbat New Delhi 110 005	Plugs and socket outlets of rated voltage up to and including 250 volts and rated current up to and including 16 amperes (second revision) (Amendments 3)	IS 01293:88	
73. 8146775	96/06	Bansal Industries 42, Rajasthani Udyog Nagar G.T. Karnal Road Delhi 110 033	Mild steel wires, formed wires and tapes for armouring of cables (third revision)	IS 03975:88	
74. 8147070	96/06	Berlia Steels (P) Ltd. 59 SSI Co-Op. Indl. Estate G.T. Karnal Road Delhi 110 033	Single-phase small ac and universal electric motors (second revision) (Amendments 2)	IS 00996:79	
75. 8146169	96/06	Kothari Cable Industries 136/2, Main Road, Badli Delhi 110 042	PVC insulated (heavy duty) electric cables: Part 1 For working voltages upto and including 1100 V (Third revision)	IS 01554:88 Part 01	
76. 8149475	96/06	Sewa Trading Corporation 7006, Beri Wala Bagh Pul Bangesh Delhi 110 006	Safety of household and similar electric appliances: Part 2 Particular requirements, Sec 201 Electric immersion water heater	IS 00302:92 Part 02 Sec 201	
77. 8149478	96/06	Sewa Trading Corporation 7006, Beri Wala Bagh Pul Bangesh Delhi 110 006	Safety of household and similar electrical appliances: Part 2 Particular requirements, Sec 30 Electric radiators (Amendment 1)	IS 00302:92 Part 02 Sec 30)	
78. 8147272	96/06	M.P. Petrochem Pvt. Ltd) Plot No. 90 Sector III, Pithampur Industrial Area Pithampur Dhar Pithampur	New insulating oils (fourth revision)	IS 00335:93	
79. 8146876	96/06	The Bombay Burmah Trading Corp. Ltd. Central India Board Products DN Pathorta Road P.B. No. 32 Hoshangabad Itarsi 461 111	Wood particle boards (medium density) for general purposes, first revision) (Amendments 4)	IS 03087:85	

1	2	3	4	5	6
80. 8145571	96/06	Grasim Cement .A Unit of Grasim Industries Ltd.) Village & PO Rawan Tehsil Simga Raipur Rawan	Portland slag cement (fourth revision) (Amendments 3)	IS 00455:89	
81. 8149983	96/06	Raigarh Jute Mills Ltd. Raigarh Raigarh 496004	Jute bags for packing foodgrains 50 kg	IS 12650:89	
82. 8145268	96/06	Rajshri Cement Works Pvt. Ltd. 46, Industrial Area Thikariya Banswara Banswara 327 001	33 Grade ordinary portland cement (fourth revision) (Amendments 3)	IS 00269:89	
83. 8148880	96/06	Sri Auroma (OM) Pumps Pvt. Ltd. A-407 A/B/1, Road No. 14 Vishwakarma Industrial Area Jaipur Jaipur 302 013	Deepwell handpumps (VLOM) (Aemnd- ments 2)	IS 13056:94	
84. 8146573	96/06	Shivagrico Implement Limited A-38 H.M. Nagar Pali Falna 306 116	Powrahs (second revision)	IS 01759:86	
85. 8150362	96/06	Secure Meters Limited Post Box No. 30 Pratap Nagar Industrial Area Udaipur Udaipur	ac Static Watthour meters class 1 and 2	IS 13779:93	
86. 8149680	96/06	Vikramaditya Cements Pvt. Ltd. RIICO Industrial Area Sujangarh Churu Sujangarh	33 Grade ordinary portland cement (forth revision) (Amendments 3)	IS 00269:89	
87. 8149781	96/06	Jajodia Cement Pvt. Ltd. RIICO Indl. Area Plot No. 96 97 & 118 Ratangarh 331 022	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89	
88. 8146674	96/06	Jyoti Cements (P) Ltd. F-68 B-70 RIICO Industrial Area Behrar Distt. Alwar 301 701	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89	

1	2	3	4	5	6
89. 8148678	96/06	KSR Steels Pvt. Ltd. G-1031 Phase III Industrial Area Alwar Bhiwadi 301 019	Mild steel wires formed wires and tapes for armouring of cables (third revision)	IS 03975:88	
90. 8145672	96/06	Mangalam Cement Ltd. Aditya Nagar P.O. Morak Kota Kota 326 517	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89	
91. 8147171	96/06	Sandhya Cement (P) Ltd. F-783(A) Vishwakarma Indl. Area Road No. 13 Jaipur 302 013	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89	
92. 8149882	96/06	Shree Modi Cements (Raj.) Pvt. Ltd. E-6 & 9 RIICO Indl. Area Behror 301 701	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89	
93. 9116266	96/06	Bharat Cables Tunga Road Sangrur 148 001	PVC Insulated cables for working voltages upto and including 1100 V (third revision) Amendment No. 1 to 4)	IS 00694:90	
94. 9115668	96/06	International Cylinders Pvt. Ltd. 20 Indl. Area Post Box 27 [Panota Sahib (HP)	Welded low carbon steel cylinder exceeding 5 litre water capacity for low pressure liquifiable gases; Part 1 Cylinders for liquefied petroleum gas (LPG) (fourth revision)	IS 03196:92 Part 01	
95. 9116165	96/06	Hind Metals Maszindali Gali Faizpura Road Batala 143 505	Ferrules for water services	IS 02692:89	
96. 5063150	96/06	Usha Polytubes Khajepura Bailey Road Patna	Unplasticized polyvinyl chloride (UPVC) pipes for soil and waste discharge system inside buildings including ventilation and rain water system	IS 13592:92	

[No. CMD/13 :11]

J. VENKATARAMAN Addl. Director General

खाद्य और उपभोक्ता मामले मंत्रालय

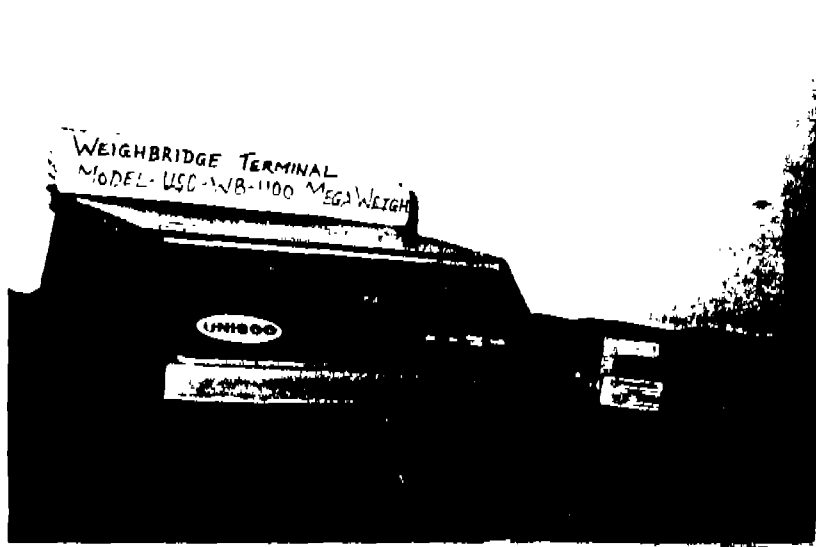
(उपभोक्ता मामले विभाग)

नई दिल्ली, 9 फरवरी, 1999

का. आ. 602.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नोचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वर्ग III यथार्थता (मध्यम यथार्थता) वाली "अंकक" प्रदर्श सहित अस्वच्छालित तुला चौकी के मॉडल का "यू. एस. सी डब्ल्यू. बी" शृंखला और ब्रांड नाम "यूनिस्को" की (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स यूनाइटेड स्केल कम्पनी प्राइवेट लि., 40, रास्तापथ, पुणे-411011 द्वारा किया गया है और जिसे अनुमोदन चिन्ह आई एन डी/09/98/157 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल मध्यम यथार्थता वर्ग के अंकक प्रदर्श सहित अस्वच्छालित तोलन उपकरण है, जिसकी अधिकतम क्षमता सहित अस्वच्छालित 20000 किलोग्राम और न्यूनतम क्षमता 100 कि.ग्रा. है। स्थापन मापमान अन्तराल (ई) 5 किलोग्राम है। भारग्राही आयताकार है जिसकी भुजाएं 6×3 मीटर है। प्रदर्श यूनिट प्रकाश उत्सर्जक डायोड प्रकार की है।



(figure)

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषित करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी शृंखला के उसी मेक, यथार्थता और ऐसा तोलन उपकरण भी होगा, जिसका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से किया जाता है जिसमें अनुमोदित मॉडल का विनिर्माण किया गया है, और जिसके स्थापन मापमान का अन्तराल (एन) की अधिकतम संख्या 10000 (एन \leq 10000) से कम या उसके बराबर है तथा जिसका "ई" मान 1×10 के 2×10 के और 5×10 के घनात्मक या ऋणात्मक पूर्ण संख्याक या शून्य में समतुल्य होगा।

[फा. सं. डब्ल्यू. एम 21(83)/97]

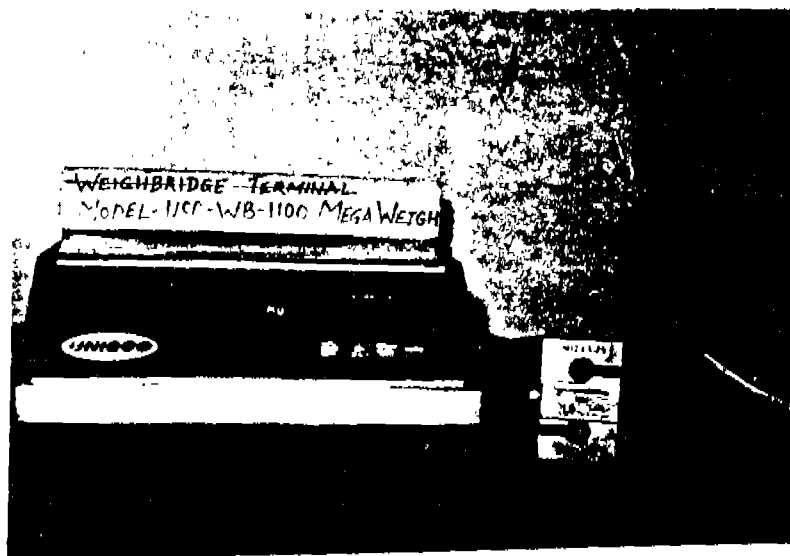
पी.ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

MINISTRY OF FOOD AND CONSUMER AFFAIRS**(Department of Consumer Affairs)**

New Delhi, the 9th February, 1999

S.O. 602.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the non-automatic weighing instrument (Conversion kit for Weighbridge) with digital indication of 'USC-WB' series and with the brand name 'UNISCO' (hereinafter referred to as the Model) belonging to medium accuracy class (Accuracy class III) manufactured by M/s. United Scale Company Private Limited, 40 Rasta Peth, Pune-411 011 and which is assigned the approval mark IND/09/98/157.]



The model is a non-automatic weighing instrument with digital indication of maximum capacity 20000 kilogram and minimum capacity of 100 kilogram and belonging to Medium accuracy class. The value of verification scale interval (e) is 5 kilogram. The load receptor is rectangular shape of sides 6 metre x 3 metre. The display unit is of Light Emitting Diode type.

Further, in exercise of the powers conferred by sub-section (12) section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of same make and accuracy class with maximum number of scale interval (n) upto 10,000 ($n \leq 10,000$) and with 'e' value of 1×10 k, 2×10 k and 5×10 k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same design and with the same materials with which the approved Model has been manufactured

[F. No. WM 21(83)/97]

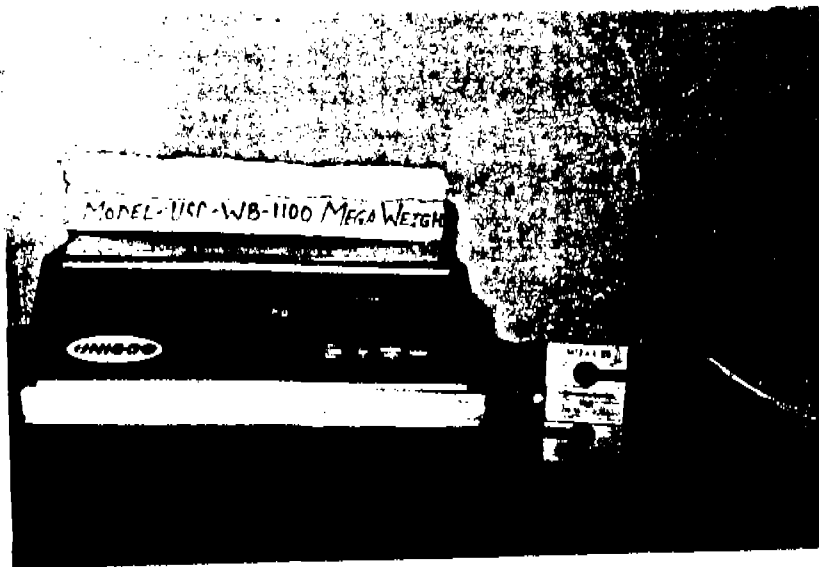
P. A. KRISHNAMOORTHY, Director Legal, Metrology

नई दिल्ली, 9 फरवरी, 1999

का. आ. 603.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वर्ग III यथार्थता (मध्यम यथार्थता) वाली "अंकक" प्रदर्श सहित अस्वचालित तुला चौकी के मॉडल का "यू. एस. सी डब्ल्यू बी" श्रृंखला और ब्रांड नाम "यूनिस्को" की (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स यूनाइटेड स्केल कम्पनी प्राइवेट लि., 40, रास्तापथ, पुणे-411011 द्वारा किया गया है और जिसे अनुमोदन चिन्ह आई एन डी/09/98/156 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल मध्यम यथार्थता वर्ग के अंकक प्रदर्श सहित अस्वचालित तोलन उपकरण है, जिसकी अधिकतम क्षमता सहित अस्वचालित 1000 किलोग्राम और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 200 ग्राम है। भारग्राही वर्गाकार है जिसकी भुजाएं 980 मि. मीटर हैं। प्रदर्श यूनिट प्रकाश उत्सर्जक डायोड प्रकार की है।



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषित करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी श्रृंखला के उसी मेक, यथार्थता और ऐसा तोलन उपकरण भी होगा, जिसका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, और जिसके सत्यापन मापमान का अन्तराल (एन) की अधिकतम संख्या 10000 (एन \leq 10000) से कम या उसके बराबर है तथा जिसका "ई" मान 1×10 के 2×10 के और 5×10 के घातात्मक या ऋणात्मक पूर्ण संख्याक या शून्य में समतुल्य होगा।

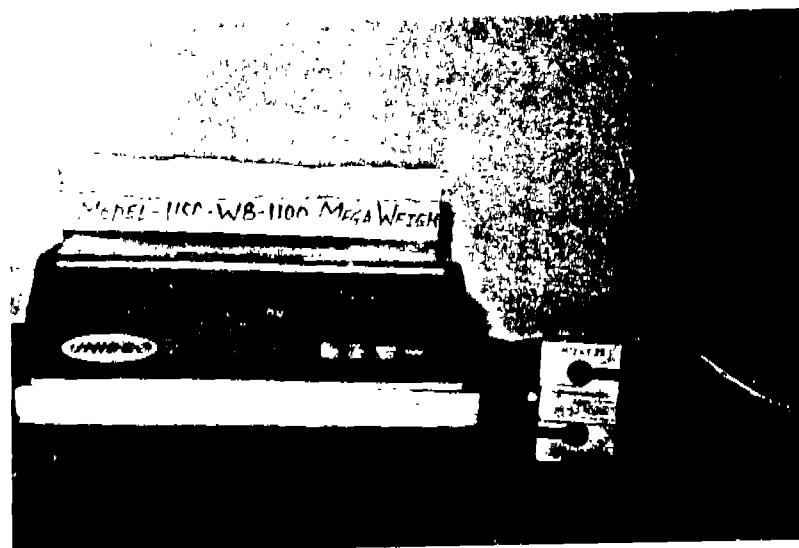
[फा. सं. डब्ल्यू. एम 21(83)/97]

पी.ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th February, 1999

S.O. 603.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the non-automatic weighing instrument (Conversion kit for platform) with digital indication of 'USC-WB' series and with the brand name 'UNESCO' (hereinafter referred to as the Model) belonging to medium accuracy class (Accuracy class III) manufactured by M/s. United Scale Company Private Limited, 40, Rasta Peth, Pune-411 011 and which is assigned the approval mark IND/09/98/156.



The model is a non-automatic weighing instrument with digital indication of maximum capacity 1000 kilogram and minimum capacity of 4 kilogram and belonging to Medium accuracy class. The value of verification scale interval (e) is 200 gram. The load receptor is of square shape with sides 980 millimetre. The display unit is of Light Emitting Diode type.

Further, in exercise of the powers conferred by sub-section (12) section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of same make and accuracy class with maximum number of scale interval (n) upto 10,000 ($n \leq 10,000$) and with 'e' value of 1×10 k, 2×10 k and 5×10 k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same design and with the same materials with which the approved Model has been manufactured.

[F. No. WM 21(83)/97]

P. A. KRISHNAMOORTHY, Director Legal, Metrology

नई दिल्ली, 9 फरवरी, 1999

का. आ. 604.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) घाट और माप मानक अधिनियम, 1976 (1976 का 60) और घाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वर्ग III यथार्थता (मध्यम यथार्थता) वाली "अंकक" प्रदर्श सहित अस्वचालित तोलन मशीन (प्लेटफार्म प्रकार के) के माडल का "यू. एस सी"—पी डी श्रृंखला और ब्रांड नाम "यूनिस्को" की (जिसे इसमें इसके पश्चात् माडल कहा गया है) और जिसका विनिर्माण मैसर्स यूनाइटेड स्केल कम्पनी प्राइवेट लि., 40, रास्तापथ, पुणे-411011 द्वारा किया गया है और जिसे अनुमोदन चिन्ह आई एन डी/09/98/155 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह माडल मध्यम यथार्थता का अंकक प्रदर्श सहित अस्वचालित तोलन उपकरण है, जिसकी अधिकतम क्षमता 200 किलोग्राम और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 100 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्युत्कलनात्मक धारित आधेयतुलन प्रभाव है। भारग्राही वर्गाकार है जिसकी भुजाएं 600 मिली मीटर है। प्रदर्श यूनिट प्रकाश उत्सर्जक डायोड प्रकार की है।



आकृति

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषित करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी श्रृंखला के उसी मेक, यथार्थता और ऐसा तोलन उपकरण भी होगा, जिसका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है, और जिसके सत्यापन मापमान का अन्तराल (एन) की अधिकतम संख्या 10000 (एन \leq 10000) से कम या उसके बराबर है तथा जिसका "ई" मान 1×10 के 2×10 के और 5×10 के घनात्मक या ऋणात्मक पूर्ण संख्याक या शून्य में समतुल्य होगा।

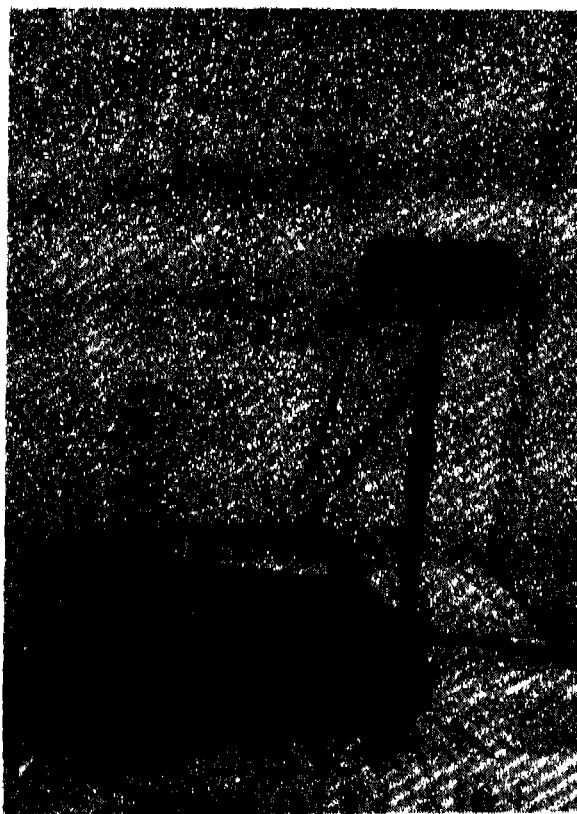
[फा.सं. डब्ल्यू. एम-21(83)/97]

पी.ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th February, 1999

S.O. 604.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of weights and Measures Act, 1976 (60 of 1976) and the Standards of weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the non-automatic weighing instrument (Platform type) with digital indication of 'USC-PD' series and with the brand name 'UNESCO' (hereinafter referred to as the Model) belonging to Medium accuracy class (Accuracy class III) manufactured by M/s. United Scale Company Private Limited, 40 Rasta Peth, Pune-411 011 and which is assigned the approval mark IND/09/98/155.



(figure)

The model is a non-automatic weighing instrument with digital indication of maximum capacity 200 kilogram and minimum capacity of 2 kilogram and belonging to Medium accuracy class. The value of verification scale interval (e) is 100 gram. The load receptor is of square shape with sides 600 millimetre. The display unit is of Light Emitting Diode type.

Further, in exercise of the powers conferred by sub-section (12) section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of same make and accuracy class with maximum number of scale interval (n) upto 10,000 ($n \leq 10,000$) and with 'e' value of 1×10^k , 2×10^k and 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same design and with the same materials with which the approved Model has been manufactured.

[File No. WM 21(83)/97]

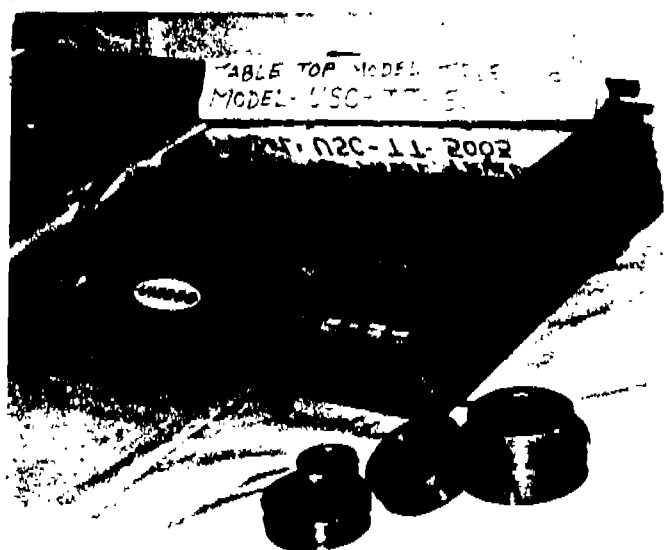
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 9 फरवरी, 1999

का. आ. 605.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथाथता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वर्ग III यथार्थता (मध्यम यथार्थता) वाली "अंकक" प्रदर्श सहित अस्वचालित तोलन मशीन (प्लेटफार्म प्रकार के) के माडल का "यू. एस. सी."—टी.टी. श्रृंखला और ब्रांड नाम "यूनिस्को" की (जिसे इसमें इसके पश्चात् माडल कहा गया है) और जिसका विनिर्माण मैसर्स यूनाटेड स्केल कम्पनी प्राइवेट लि., 40, रास्तापथ, पुणे-411 011 द्वारा किया गया है और जिसे अनुमोदन चिन्ह आई एन डी/09/98/154 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह माडल मध्यम यथार्थता वर्ग के अंकक प्रदर्श सहित अस्वचालित तोलन उपकरण है, जिसकी अधिकतम क्षमता 20 किलोग्राम और न्यूनतम क्षमता 100 ग्राम. है। सत्यापन मापमान अन्तराल (ई) 5 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यलकनात्मक धारित आधेयतुलन प्रभाव है। भारग्राही वर्गाकार है जिसकी भुजाएं 270 मिली मीटर है। प्रदर्श यूनिट प्रकाश उत्सर्जक डायोड प्रकार की है।



आकृति

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषित करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी श्रृंखला के उसी मेक, यथार्थता और ऐसा तोलन उपकरण भी होगा, जिसका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है, और जिसके सत्यापन मापमान का अन्तराल (एन) की अधिकतम संख्या 10000 (एन \leq 10000) से कम या उसके बराबर है तथा जिसका "ई" मान 1×10 के 2×10 के और 5×10 के धनात्मक या ऋणात्मक पूर्ण संख्यांक या शून्य में समतुल्य होगा।

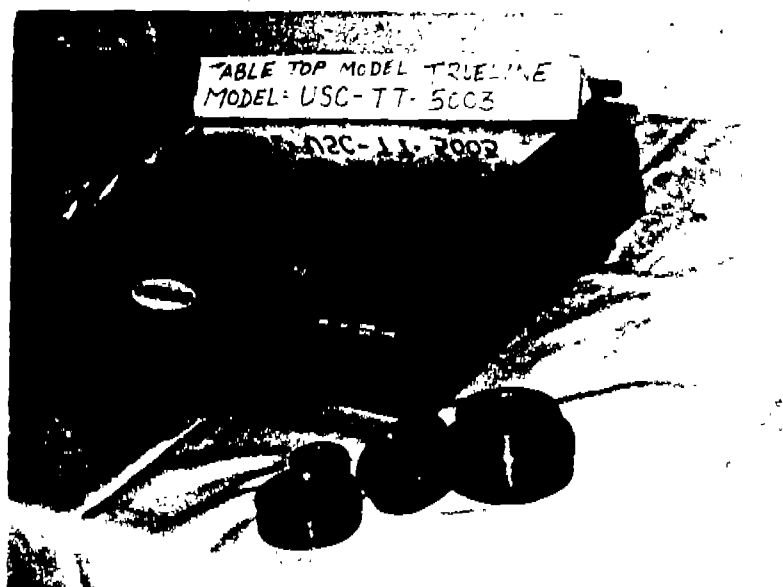
[फा.सं. डब्ल्यू. एम 21(83)/97]

पी.ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th February, 1999

S.O. 605.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the non-automatic weighing instrument (table top type) with digital indication of 'USC-TT' series and with the brand name 'UNISCO' (hereinafter referred to as the Model) belonging to Medium accuracy class (Accuracy class III) manufactured by M/s. United Scale Company Private Limited, 40, Rasta Peth, Pune-411 011 and which is assigned the approval mark IND/09/98/154.



(figure)

The model is a non-automatic weighing instrument with digital indication of maximum capacity 20 kilogram and minimum capacity of 100 gram and belonging to Medium accuracy class. The value of verification scale interval (e) is 5 gram. The load receptor is of square shape with sides 270 millimetre. The display unit is of Light Emitting Diode type.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby, declares that this certificate of approval of the Model shall also cover the weighing instrument of same make and accuracy class with maximum number of scale interval (n) upto 10,000 ($n \leq 10,000$) and with 'c' value of 1×10^k , 2×10^k and 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same design and with the same materials with which the approved Model has been manufactured.

[F. No. WM 21(83)/97]

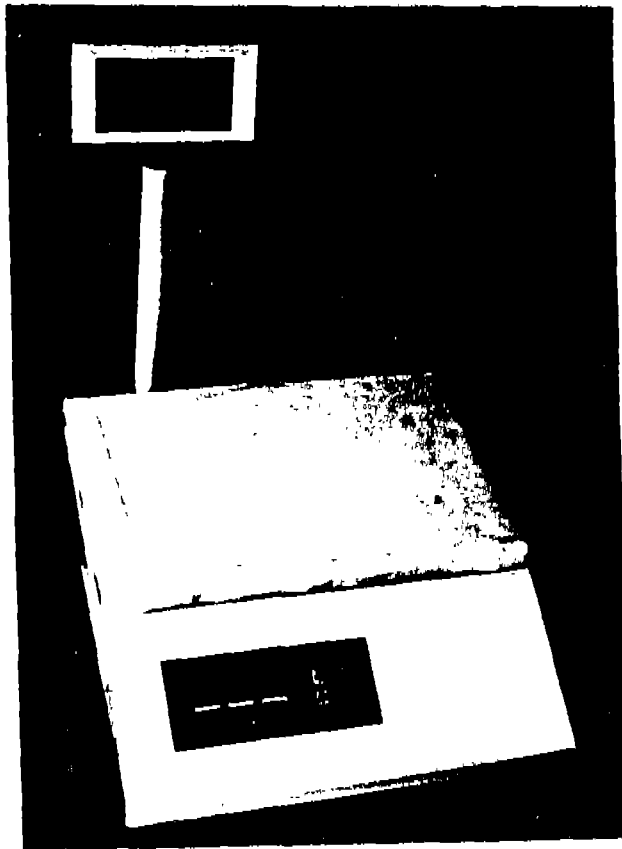
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 15 फरवरी, 1999

का. आ. 606.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधियाँ में भी उक्त मॉडल यथार्थता बनाए रखेंगे और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वर्ग II यथार्थता (उच्च यथार्थता) वाली "ए डी एस-टी टी" श्रृंखला की, स्वतःसूचक, अस्वचालित, इलेक्ट्रॉनिक, मंजतल तोलन मशीन के मॉडल का, जिसके ब्रांड का नाम "आटो टेक" (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स एनैक्स डिजिटल स्केल्स, 10, भूमितल, हरेकृष्णा काम्पलेक्स सी टी एस चार रास्ता, अमराई वाडी, अहमदाबाद-380026 द्वारा किया गया है और जिसे अनुमोदन चिन्ह आई एन डी/09/98/112 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल (आकृति देखें) उच्च यथार्थता (यथार्थता वर्ग-II) का तोलन उपकरण है, जिसकी अधिकतम क्षमता 11 किलोग्राम और न्यूनतम क्षमता 50 ग्राम है। सत्यापन मापमान (ई) 1 ग्राम है। इसमें एक आद्ययतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आद्ययतुलन प्रभाव है। भारी ग्राही समकोणिक प्लेटफार्म है जिसकी भुजाएं 400×400 मिली मीटर हैं। प्रकाश उत्सर्जक डायोड प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्टज आवृत्ति की प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी श्रृंखला के उसी मेक, यथार्थता और कार्यकरण वाला ऐसा तोलन उपकरण भी होगा, जिसका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, और जिसके सत्यापन मापमान का अन्तराल (एन) की अधिकतम संख्या 100000 (एन \leq 100000) से कम या उसके बराबर है तथा जिसका "ई" मान 1,2,5 श्रृंखला का है।

[फा.सं. डब्ल्यू. एम. 21 (54)/97]

पी.ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

42169/99-8

New Delhi, the 15th February, 1999

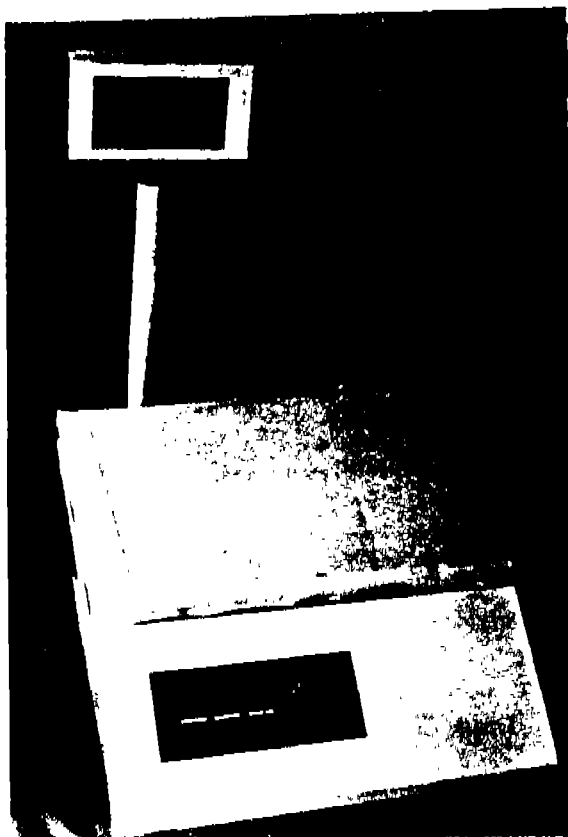
S.O. 606.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (figure given below) is in conformity with the provisions of the Standards of weights and Measures Act, 1976 (60 of 1976) and the Standards of weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain the accuracy over periods of sustained use and to render accurate service under varied conditions:

Now therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating, non-automatic, electronic table top weighing machine of type "ADS-TT" series of class II accuracy (high accuracy) and with brand name "AUTO-TECH" (hereinafter referred to as the Model) manufactured by M/s Annex Digital Scales, 10, UG, Hare Krishna Complex CTM Char Rasta, Anraiwadi, Ahmedabad-380026, which is assigned the approval mark IND/09/98/112.

The said model is a high accuracy (accuracy class II) weighing instrument with a maximum capacity of 11 kilogram and minimum capacity of 50 gram. The verification scale interval (e) is 1 g. It has a tare device with a 100 percent subtractive retained tare effect. The load receptor is of rectangular section of sides 400×400 millimetre. The light emitting diode display indicates the weighing result. The instrument operates on 230 volts and frequency 50 hertz, alternate current power supply.

(figure)

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Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make accuracy and performance of same series with maximum number of verification scale interval (n) less than or equal to 100000 ($n \leq 100000$) and with 'e' value of 1,2,5 series manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which the approved Model has been manufactured.

[File No. WM 21(54)/97]

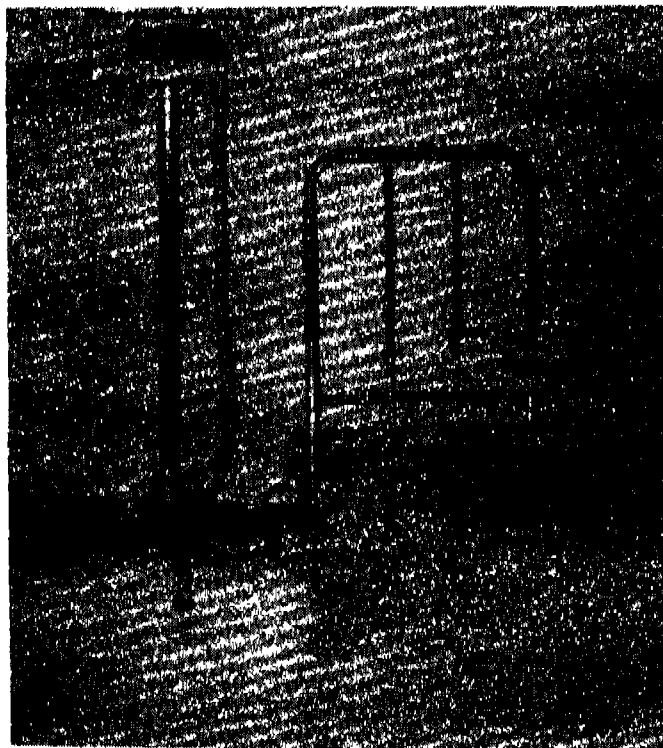
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 15 फरवरी, 1999

का. आ. 607.— केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वर्ग III यथार्थता (मध्यम यथार्थता) वाली "ग डी एस-पी एफ" श्रृंखला की रगत: मृचक, अखचालित, इलेक्ट्रॉनिक, प्लेटफार्म तोलन मशीन के मॉडल का, जिसके ब्रांड का नाम "आयो-टेक" है। (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैमर्स एनेक्स डिजिटल स्कैल्स, 10, भूमितल, हरिकृष्णा काम्पलेक्स सी टी एस चार रास्ता, अमराई वाडी, अहमदाबाद-380026 द्वारा किया गया है और जिसे अनुमोदन चिन्ह आई एन डी/09/98/113 समनुद्दिष्ट किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल (आकृति देखें) मध्यम यथार्थता (यथार्थता वर्ग III) का तोलन उपकरण है, जिसकी अधिकतम क्षमता 50 कि.ग्राम और न्यूनतम क्षमता 100 ग्राम है। स्थापन मापमान (ई) 5 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शतप्रतिशत व्यकलनात्मक भारत आधेयतुलन पभाप है। भारी ग्राही समकोणिक प्लेटफार्म है जिसकी भुजाएं 400 × 400 मिलीमीटर है। प्रकाश उत्सर्जक डायोड प्रदर्श तोलन परिणाम उपदर्पित करता है। उपकरण 230 वोल्ट और 50 हर्टज आवृत्ति की प्रत्यावर्ती धारा विद्युत प्रदान पर कार्य करता है।



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी श्रृंखला के उसी मेक, यथार्थता और कार्यकरण वाला ऐसा तोलन उपकरण भी होगा, जिसका विनिर्माण उर्मा विनिर्माता द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, और जिसके स्थापन मापमान का अन्तराल (एन) की अधिकतम संख्या 10000 (एन ≤ 10000) से कम या उसके बराबर है तथा जिसका "ई" मान 1,2,5 श्रृंखला का है।

[फा.सं. डब्ल्यू. एम. 21(54)/97]

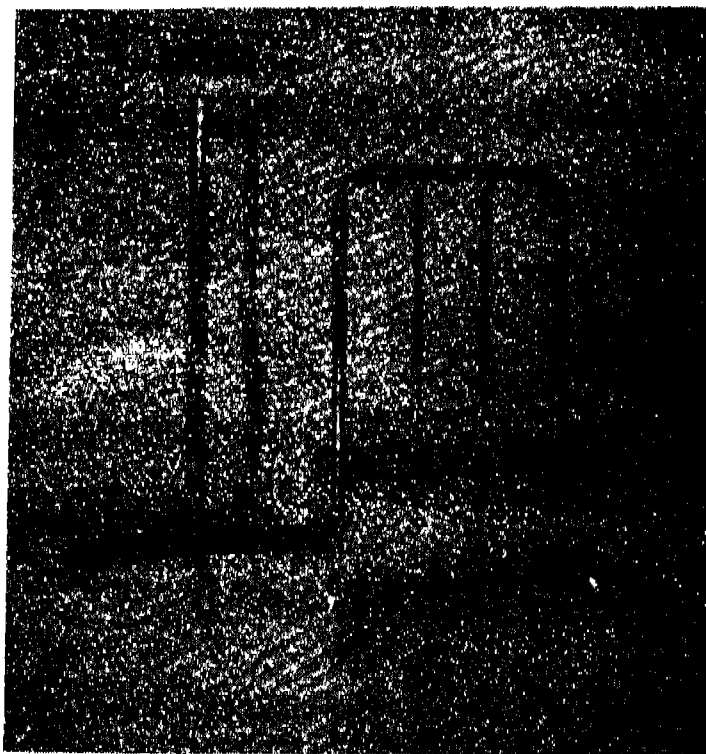
पी.ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th February, 1999

S.O. 607.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (figure given below) is in conformity with the provisions of the Standards of weights and Measures Act, 1976 (60 of 1976) and the Standards of weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self indicating non-automatic electronic platform weighing machine of type "ADS-PF" series of class III accuracy (medium accuracy) and with the brand name "AUTO-TECH" (hereinafter referred to as the Model) manufactured by M/s Annex Digital Scales, 10, UG, Hare Krishna Complex CTM Char Rasta, Amraiwadi, Ahmedabad-380026, which is assigned the approval mark IND/09/98/113.

The said Model is a medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 50 kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of rectangular section of sides 400×400 millimetre. The light emitting diode display indicates the weighing result. The instrument operates on 230 volts and frequency 50 hertz, alternate current power supply.



Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make accuracy and performance of same series with maximum number of verification scale interval (n) less than or equal to 10,000 ($n \leq 10,000$) and with 'e' value of 1, 2, 5 series manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[File No. WM 21(54)/97]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 15 फरवरी, 1999

का. आ. 608.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथायथा बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वर्ग III यथार्थता (मध्यम यथार्थता) वाली "पी डब्ल्यू पी" श्रृंखला की स्वतः सूचक, अस्वचालित, इलेक्ट्रॉनिक प्लेटफार्म तोलन मशीन का मॉडल के, जिसके ब्रांड का नाम "फिलिप्स वे मेक" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैमसं फिलिप्स वे मेक प्राइवेट लिमिटेड, 6 बी, अंशा इंडस्ट्रियल इस्टेट, शाकी विहार, शाकी नाका, अंधेरी (ईस्ट) मुम्बई-400072 द्वारा किया गया है और जिसे अनुमोदन चिन्ह आई एन डी/09/98/126 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल (आकृति देखें) मध्यम यथार्थता (यथार्थता वर्ग III) का तोलन उपकरण है, जिसकी अधिकतम क्षमता 100 किलोग्राम और न्यूनतम क्षमता 200 ग्राम है। सत्यापन मापमान अन्तराल (ई) 10 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। भारी ग्राही वर्गाकार है जिसकी भुजाएं 600 × 600 मिली मीटर हैं। प्रकाश उत्सर्जक डायोड प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्टज आवृत्ति की प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी श्रृंखला का कार्यकरण वाला ऐसा तोलन उपकरण भी होगा, जिसका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, और जिसके सत्यापन मापमान का अन्तराल (एन) की अधिकतम संख्या 10000 (एन ≤ 10000) से कम या उसके बराबर है तथा जिसका "ई" मान 1, 2, 5 श्रृंखला का है।

[फा.सं. डब्ल्यू. एम 21(65)/96]

पी.ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th February, 1999

S.O. 608.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self indicating, non-automatic electronic platform weighing machine of "PWP" series of class III accuracy (Medium accuracy) and with the brand name "PHILIPS WEIGH MECH" (hereinafter referred to as the Model) manufactured by M/s. Philips Weighmech Private Limited 6B, Ansa Industrial Estate, Saki Vihar, Saki Naka, Andheri (E), Bombay-400072, and which is assigned the approval mark IND/09/98/126

The model (See figure) is a medium accuracy (Accuracy class III) weighing instrument with a maximum capacity of 100 kg. and minimum capacity of 200g. The verification scale interval (e) is 10g. It has a tare device with a 100 percent subtractive retained tare effect. The load receptor is of square section of side 600×600 millimetre. The LED display indicates the weighing result. The instrument operates on 230 volts and 50 Hertz alternate current power supply;



Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum number of verification scale interval (n) less than or equal to 10,000 ($n \leq 10,000$) and with 'e' value of 1, 2, 5 series manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[File No. WM 21(65)/96]

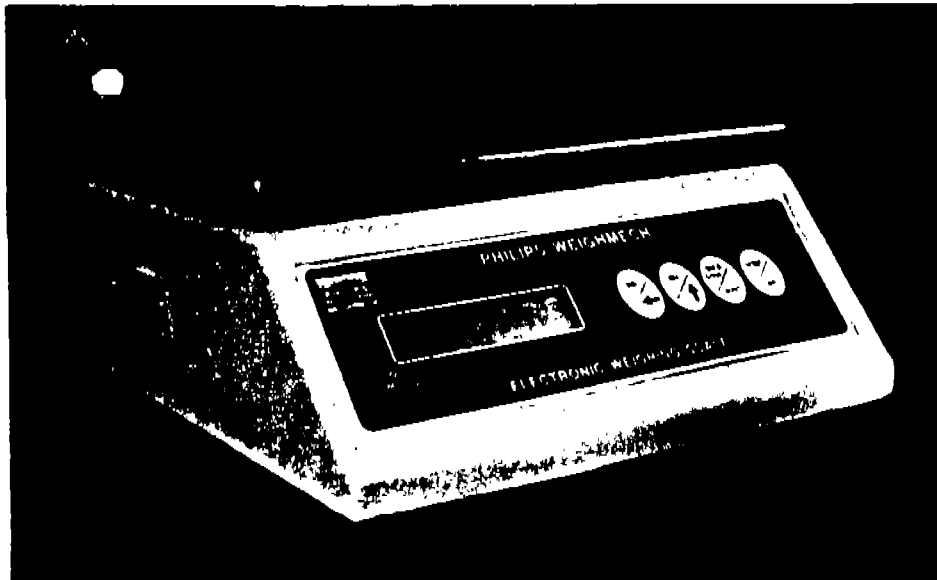
P. A. KRISHNAMOORTHY, Director Legal, Metrology

नई दिल्ली, 15 फरवरी, 1999

का. आ. 609.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वर्ग III यथार्थता (मध्यम यथार्थता) वाली "पी डब्ल्यू टी" श्रृंखला की स्वतः सूचक, अस्वचालित, इलेक्ट्रॉनिक मेजतल तोलन मशीन के मॉडल का, जिसके ब्रांड का नाम "फिलिप्स वे मेक" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स फिलिप्स वे मेक प्राइवेट लिमिटेड, 6 बी, अंशा इंडस्ट्रियल इस्टेट, शाकी विहार, शाकी नाका, अंधेरी (ईस्ट) मुम्बई-400072 द्वारा किया गया है और जिसे अनुमोदन चिन्ह आई एन डी/09/98/125 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल (आकृति देखें) मध्यम यथार्थता (यथार्थता वर्ग III) का तोलन उपकरण है, जिसकी अधिकतम क्षमता 5 किलोग्राम और न्यूनतम क्षमता 20 ग्राम है। सत्यापन मापमान अन्तराल (ई) 1 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शतप्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। भारी ग्राही आयताकार है जिसकी भुजाएं 260×210 मिलीमीटर हैं। प्रकाश उत्सर्जक डायोड प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्टज आवृत्ति की प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी श्रृंखला वाला ऐसा तोलन उपकरण भी होगा, जिसका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, और जिसके सत्यापन मापमान का अन्तराल (एन) की अधिकतम संख्या 10000 (एन \leq 10000) से कम या उसके बराबर है तथा जिसका "ई" मान 1, 2, 5 श्रृंखला का है।

[फा.सं. डब्ल्यू. एम 21(65)/96]

पी.ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th February, 1999

S.O. 609.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self indicating, non-automatic, electronic table top weighing machine of "PWT" series of class III accuracy (Medium accuracy) and with the brand name "PHILIPS WEIGH MECH" (hereinafter referred to as the Model) manufactured by M/s Philips Weighmech Private Limited 6B, Ansa Industrial Estate, Saki Vihar, Saki Naka, Andheri (E), Bombay-400072, and which is assigned the approval mark IND/09/98/125

The model (See figure) is a medium accuracy (Accuracy class III) weighing instrument with a maximum capacity of 5 kg. and minimum capacity of 20g. The verification scale interval (e) is 1g. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of rectangular section of side 260 × 210 millimetre. The LED display indicates the weighing result. The instrument operates on 230 volts and 50 Hertz alternate current power supply;



Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum number of verification scale interval (n) less than or equal to 10,000 ($n \leq 10,000$) and with 'e' value of 1, 2, 5 series manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[File No. WM 21(65)/96]

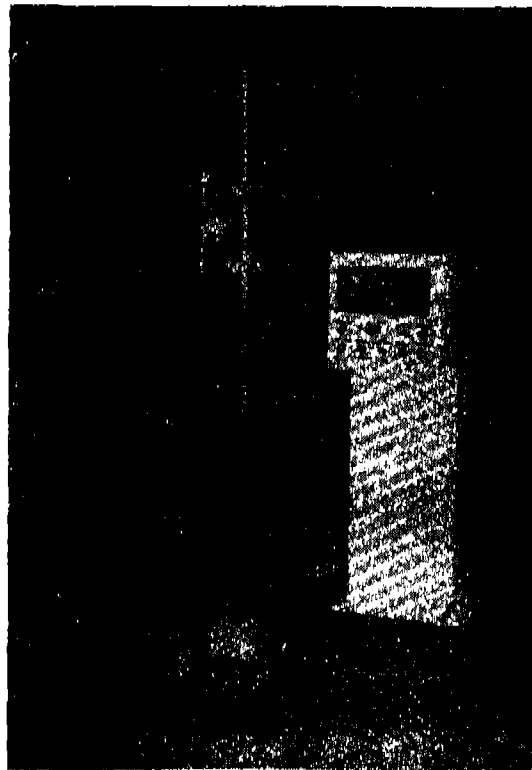
P. A. KRISHNAMOORTHY, Director Legal, Metrology

नई दिल्ली, 15 फरवरी, 1999

का. आ. 610.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "एल एफ-10" शृंखला की स्वतः सूचक, अस्वचालित, इलेक्ट्रॉनिक भराई मशीन के मॉडल का, जिसके ब्रांड का नाम "एवरी" है (जिसे इसमें हमके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स एवरी इंडिया लिमिटेड, प्लॉट सं. 50-59, सेक्टर 25, बल्लभगढ़-121004 हरियाणा द्वारा किया गया है और जिसे अनुमोदन चिन्ह आई एन डी/09/98/69 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल भराई मशीन का है, जिसकी अधिकतम क्षमता 30 किलोग्राम और न्यूनतम क्षमता 200 ग्राम है। सत्यापन मापमान (ई) 10 ग्राम है। इसमें एक आद्येयतुलन युक्ति है जिसका शतप्रतिशत व्यकलनात्मक धारित आद्येयतुलन पभाव है। निर्वर्तित प्रतिदीप्ति प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज आवृत्ति की प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी शृंखला के उसी मेक, यथार्थता और कार्यकरण वाला ऐसा तोलन उपकरण भी होगा, जिसका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, तथा जिसका "ई" मान 1, 2, 5 शृंखला का है। (जिसकी अधिकतम क्षमता 5 किलोग्राम से 30 किलोग्राम तक होगी)

[फा. सं. डब्ल्यू. एम 21(146)/97]

पी.ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

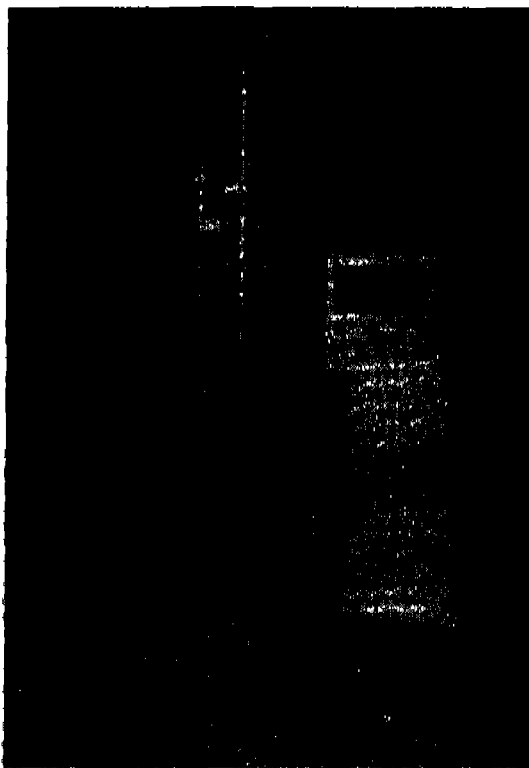
42169/99 - 9.

New Delhi, the 15th February, 1999

S.O. 610.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain the accuracy over periods of sustained use and to render accurate service under varied conditions:

Now therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self indicating, non-automatic, electronic filling machine of type "LF-10" series and with brand name "AVERY" (hereinafter referred to as the Model) manufactured by M/s Avery India Limited, Plot No. 50-59, Sector 25, Ballabhgarh-121004, Haryana, and which is assigned the approval mark IND/09/98/69.

The said model is a filling machine with a maximum capacity of 30 kg. and minimum capacity of 200 g. The verification scale interval (e) is 10g. It has a tare device with a 14.3 per cent subtractive retained tare effect. The vacuum florescent display indicates the weighing result. The instrument operates on 230 volts and frequency 50 Hertz alternate current power supply:



Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 5 kg to 30 kg and with 'e' value of 1, 2, 5 series manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[File No. WM 21(146)/97]

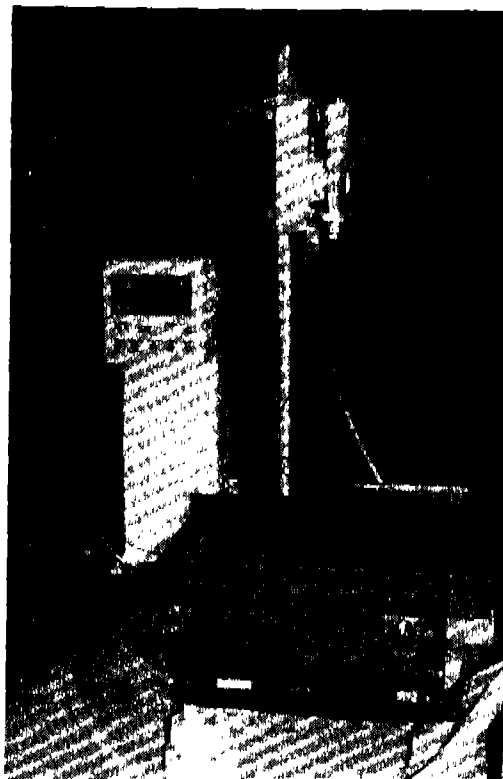
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 15 फरवरी, 1999

का. आ. 611.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "एल एफ-30" श्रृंखला की स्वतःसूचक, अस्वच्छालित, इलैक्ट्रॉनिक भारी मशीन के मॉडल का, जिसके ब्रांड का नाम "एवरी" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स एवरी इंडिया लिमिटेड, प्लॉट सं. 50-59, सेक्टर 25, बल्लभगढ़-121004 हरियाणा द्वारा किया गया है और जिसे अनुमोदन चिन्ह आई एन डी/09/98/71 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल भारी मशीन का है, जिसकी अधिकतम क्षमता 300 किलोग्राम और न्यूनतम क्षमता 4 किलोग्राम है। स्थापन मापमान (ई) 200 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शतप्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। निर्वात प्रतिदीप्ति प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज आवृत्ति की प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी श्रृंखला के उसी मेक यथार्थता और कार्यकरण वाला ऐसा तोलन उपकरण भी होगा, जिसका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, तथा जिसका "ई" मान 1, 2, 5 श्रृंखला का है। (जिसकी अधिकतम क्षमता 100 किलोग्राम से 500 किलोग्राम तक होगी)

[फा. सं. डब्ल्यू. एम. 21(146)/97]

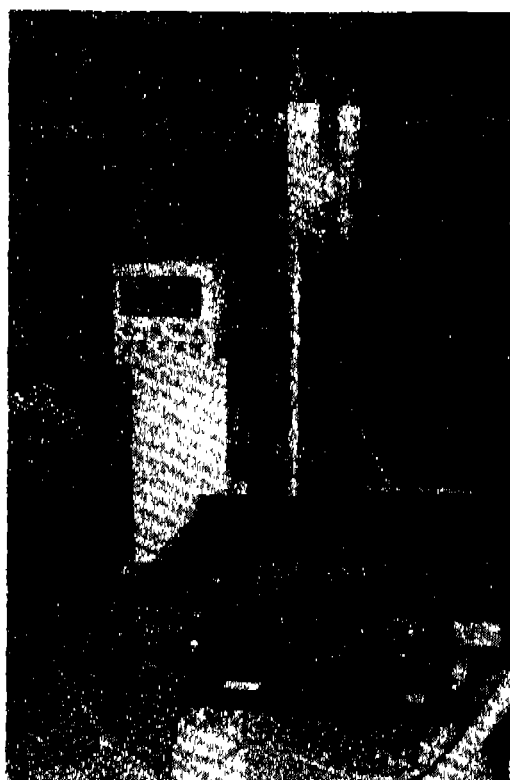
पी.ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th February, 1999

S.O. 611.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain the accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self indicating, non-automatic, electronic filling machine of type "LF-30" series and with brand name "AVERY" (hereinafter referred to as the Model) manufactured by M/s Avery India Limited, Plot No. 50-59, Sector 25, Ballabhgarh-121004, Haryana, and which is assigned the approval mark IND/09/98/71.

The said model is a filling machine with a maximum capacity of 300 kg. and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 per cent subtractive retained tare effect. The vacuum florescent display indicates the weighing result. The instrument operates on 230 volts and frequency 50 Hertz alternate current power supply;



Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 100 kg. to 500 kg. and with 'e' value of 1, 2, 5 series manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[File No. WM 21(146)/97]

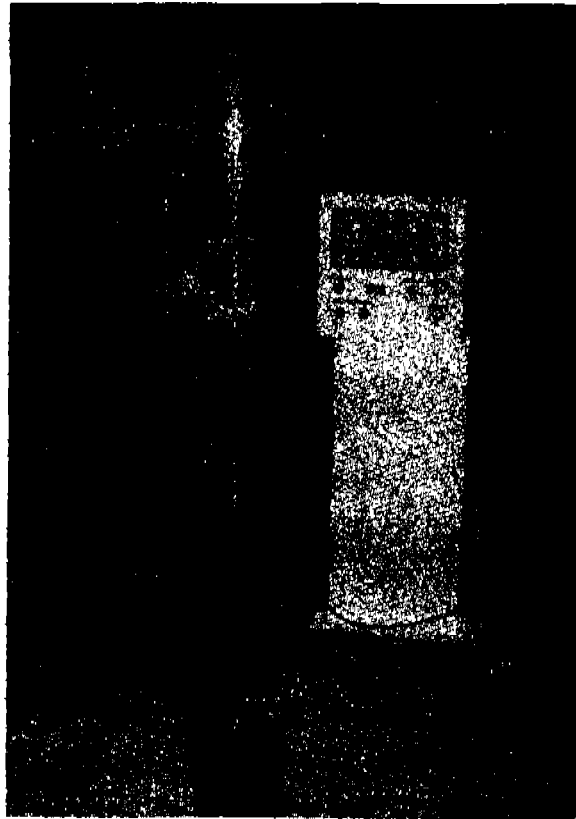
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 15 फरवरी, 1999

का. आ. 612.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "एस एफ-20" शृंखला की स्वतःसूचक, अस्वचालित, इलेक्ट्रॉनिक भराई मशीन के मॉडल का, जिसके ब्रांड का नाम "एवरी" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स एवरी इंडिया लिमिटेड, प्लॉट सं. 50-59, सेक्टर 25, बल्लभगढ़-121004 हरियाणा द्वारा किया गया है और जिसे अनुमोदन पत्र आई एन डी/09/98/70 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल भराई मशीन यथार्थता (यथार्थता) का है, जिसकी अधिकतम क्षमता 60 किलोग्राम और न्यूनतम क्षमता 400 ग्राम है। स्थापन मापमान (ई) 20 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। निश्चित प्रतिदीप्ति प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्टज आवृत्ति की प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी शृंखला के उसी मेक, यथार्थता और कार्यकरण वाला ऐसा तोलन उपकरण भी होगा, जिसका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, तथा जिसका "ई" मान 1,2,5 शृंखला का है। (जिसकी अधिकतम क्षमता 20 किलोग्राम से 60 किलोग्राम तक होगी)।

[फा. सं. डब्ल्यू. एम 21 (146)/97]

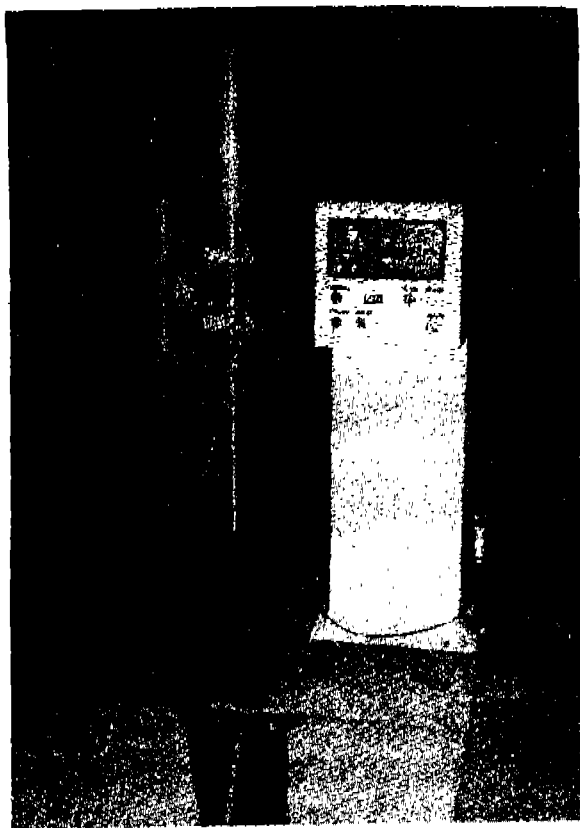
पी.ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th February, 1999

S.O. 612.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain the accuracy over periods of sustained use and to render accurate service under varied conditions ;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self indicating, automatic, electronic filling machine of type "LF-20" series and with brand name "AVERY" (hereinafter referred to as the Model) manufactured by M/s Avery India Limited, Plot No. 50-59, Sector 25, Ballabhgarh-121004, Haryana, and which is assigned the approval mark IND/09/98/70.

The said Model is a filling machine with a maximum capacity of 60 kg. and minimum capacity of 400g. The verification scale interval (e) is 20g. It has a tare device with a 100 per cent subtractive retained tare effect. The vacuum florescent display indicates the weighing result. The instrument operates on 230 volts and frequency 50 hertz alternate current power supply.



Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 20 kg to 60 kg and with 'e' value of 1, 2, 5 series manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F. No. WM 21(146)/97]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

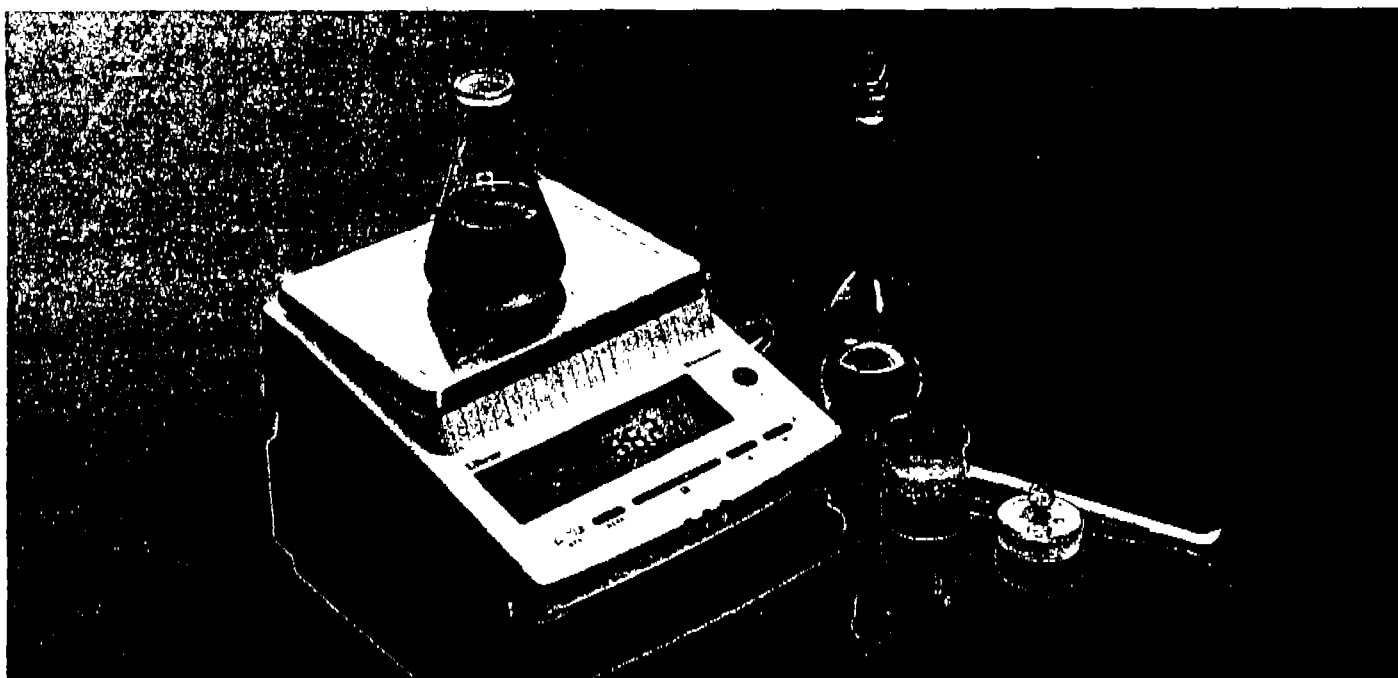
नई दिल्ली, 15 फरवरी, 1999

का. आ. 613.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वर्ग II यथार्थता (उच्च यथार्थता) वाली “बी एल” श्रृंखला की स्वतःसूचक, अस्थायित, इलेक्ट्रॉनिक, मेजतल, तोलन मशीन के मॉडल का, जिसके ब्रांड का नाम “शिमादजू लिबरोर” है (जिसमें इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स नशोन्स इंजीनियर्स, सं. 117, द्वितीय तल, जनरल पैटर्स रोड, माउंट रोड, चेन्नई-600002 द्वारा किया गया है और जिसे अनुमोदन चिन्ह आई एन डी/09/98/107 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल उच्च यथार्थता (यथार्थता वर्ग II) का तोलन उपकरण है, जिसकी अधिकतम क्षमता 620 ग्राम और न्यूनतम क्षमता 200 मिली ग्राम है। सत्यापन मापमान अन्तराल (ई) 10 मिली ग्राम है। इसमें एक आद्येतुलन युक्ति है जिसका शतप्रतिशत व्यकलनात्मक धारित आद्येतुलन प्रभाव है। भारग्राही आयताकार है जिसकी भुजाएँ 160 × 160 मिलीमीटर हैं। प्रकाश उत्सर्जक डायोड प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्टज आवृत्ति की प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

BL SERIES



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी श्रृंखला वाला ऐसा तोलन उपकरण भी होगा, जिसका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, और जिसके सत्यापन मापमान का अन्तराल (एन) की अधिकतम संख्या 100,000 (एन ≤ 100000) से कम या उसके बराबर है तथा जिसका “ई” मान 1,2,5 श्रृंखला का है।

[फा. सं. डब्ल्यू. एम 21 (5)/97]

पी.ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

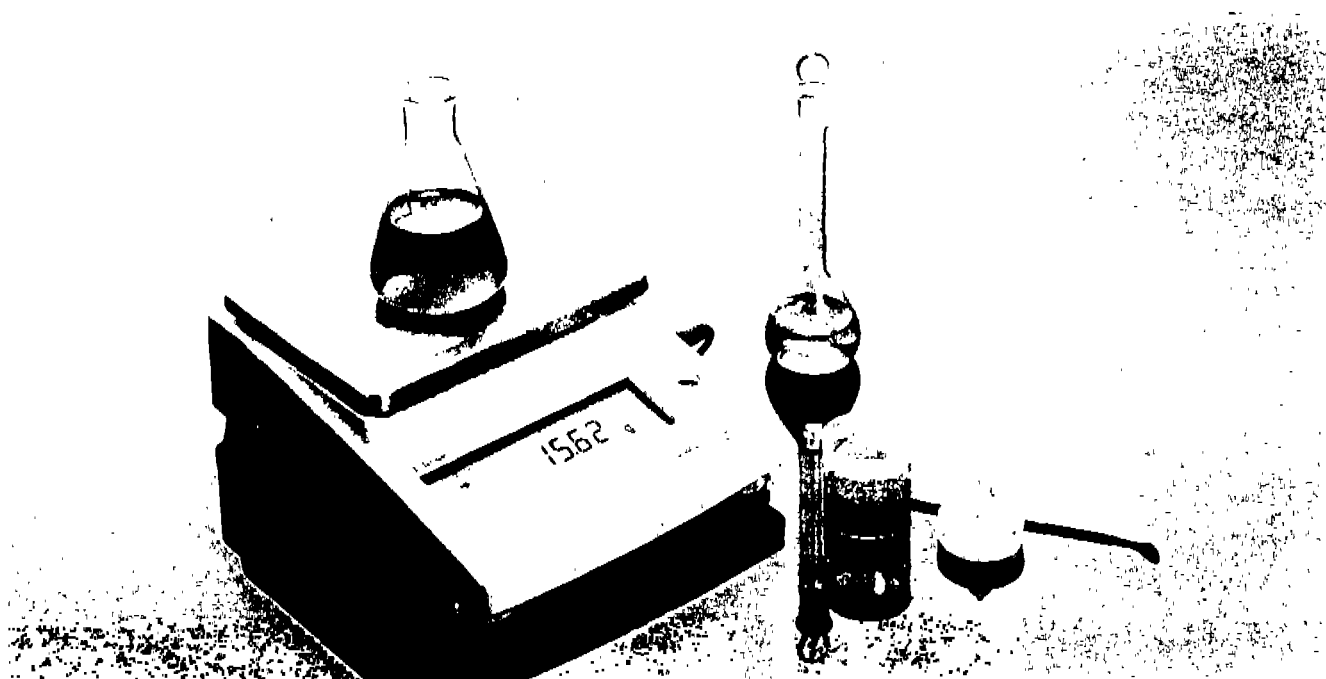
New Delhi, the 15th February, 1999

S.O. 613.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain the accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self indicating, non-automatic, electronic table top weighing machine of type “BL” series of class II accuracy (high accuracy) and with brand name “SHIMADZU LIBROR” (hereinafter referred to as the Model) manufactured by M/s Nssons Engineers, No. 117, II Floor, General Patters Road, Mount Road, Chennai-600002, and which is assigned the approval mark IND/09/98/107.

The said Model is a high accuracy (Accuracy Class II) weighing instrument with a maximum capacity of 620 g. and minimum capacity of 200mg. The verification scale interval (e) is 10 mg. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of rectangular section of sides 160 × 160 millimetre. The light emitting diode display indicates the weighing result. The instrument operates on 230 volts and frequency 50 Hertz alternate current power supply.

BL SERIES



Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum number of verification scale interval (n) less than or equal to 100,000 ($n \leq 100,000$) and with ‘e’ value of 1, 2, 5 series manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F. No. WM 21(5)/97]

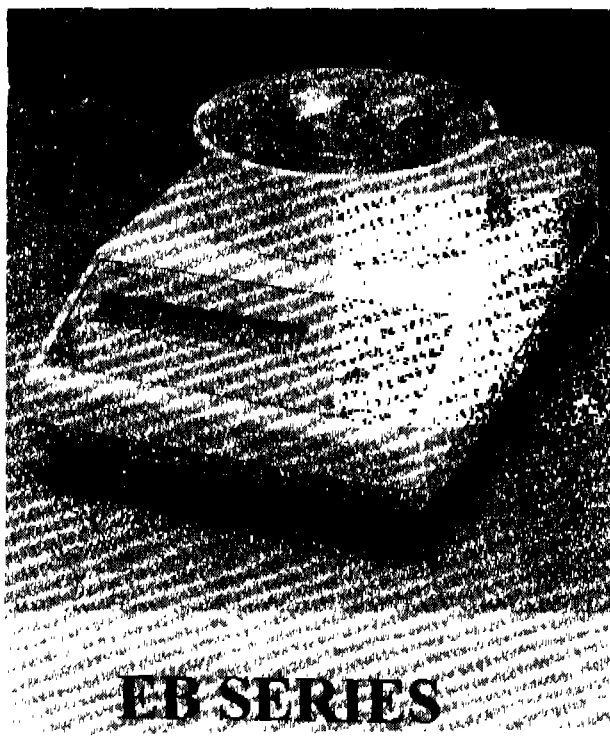
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 15 फरवरी, 1999

का. आ. 614.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वर्ग I यथार्थता (सत्यम यथार्थता) वाली "ई बी" शृंखला की स्वतःसूचक, अस्थायित्व, इलेक्ट्रॉनिक मेजतल तोलन मशीन के मॉडल का, जिसके ब्रांड का नाम "शिमाडू लिबरोर" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स नशोन्स इंजीनियर्स, सं. 117, द्वितीय तल, जनरल पैटर्स रोड, मार्डेट रोड, चेन्नई-600002 द्वारा किया गया है और जिसे अनुमोदन चिन्ह आई एन डी/09/98/108 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल विशेष यथार्थता (यथार्थता वर्ग I) का तोलन उपकरण है, जिसकी अधिकतम क्षमता 3200 ग्राम और न्यूनतम क्षमता 1 ग्राम है। स्थापन मापमान अन्तराल (ई) 10 मिलीग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शतप्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। भारग्राही वर्गाकार है जिसका व्यास 160 मिलीमीटर है। प्रकाश उत्सर्जक डायोड प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्टज आवृत्ति की प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी शृंखला वाला ऐसा तोलन उपकरण भी होगा, जिसका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उमी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, और जिसके स्थापन मापमान का अन्तराल (एन) की अधिकतम संख्या 50000 (एन \geq 50000) से अधिक या उसके बराबर है तथा जिसका "ई" मान 1,2,5 शृंखला का है।

[फा. सं. डब्ल्यू. एम-21 (5)/97]

पी.ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

42169/99-10

New Delhi, the 15th February, 1999

S.O. 614.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain the accuracy over periods of sustained use and to render accurate service under varied conditions,

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self indicating, non-automatic, electronic table top weighing machine of type "EB" series of class I accuracy (special accuracy) and with brand name "SHIMADZU LIBROR" (hereinafter referred to as the Model) manufactured by M/s Nssons Engineers, No. 117, II floor, General Patters Road, Mount Road, Chennai-600002, and which is assigned the approval mark IND/09/98/108.

The said model is a special accuracy (Accuracy class I) weighing instrument with a maximum capacity of 3200 g. and minimum capacity of 1g. The verification scale interval (e) is 10g. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of square section of diameter 160 millimetre. The light emitting diode display indicates the weighing result. The instrument operates on 230 volts and 50 Hertz alternate current power supply.



Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with minimum number of verification scale interval (n) more than or equal to 50,000 ($n \geq 50,000$) and with ' e ' value of 1, 2, 5 series manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F. No. W. M-21(5)/97]

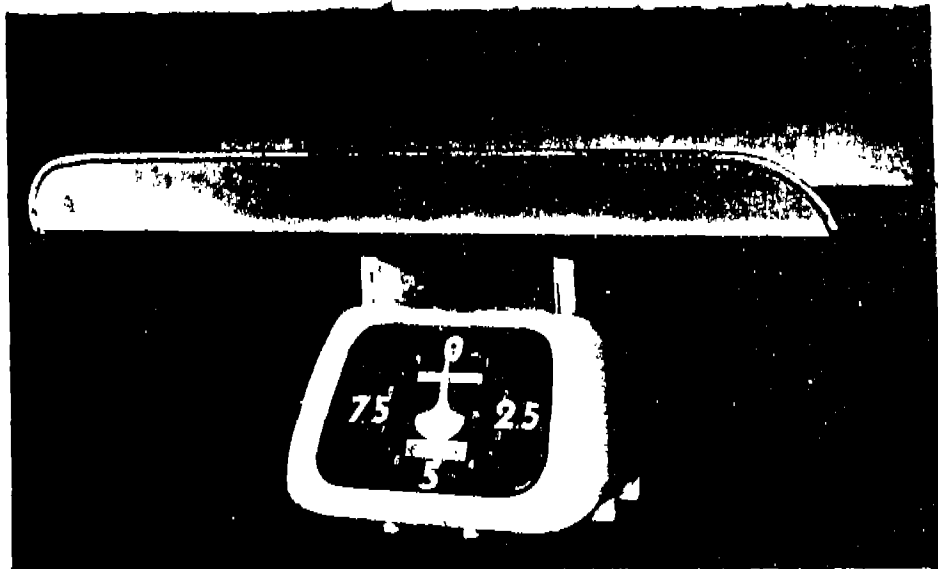
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 15 फरवरी, 1999

का. आ. 615.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, बर्ग IV यथार्थता (साधारण यथार्थता) वाली अनुरूप प्रकार की अस्वचालित तोलन मशीन (शिशु तोलन मशीन) के मॉडल का, जिसके ब्रांड का नाम "ईगल" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स ई. जी. कांटावाला प्राइवेट लि., 56/65, एवरलीन इंडस्ट्रीयल इस्टेट, शक्ति मिल लेन, महालक्ष्मी, मुम्बई-400011 द्वारा किया गया है और जिसे अनुमोदन चिन्ह आई एन डी/09/98/161 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल मध्यम अस्वचालित अनुरूप प्रकार का तोलन उपकरण है, जिसकी अधिकतम क्षमता 10 किलोग्राम और न्यूनतम क्षमता 500 ग्राम और साधारण यथार्थता वर्ग का है। संस्थापन मापमान अन्तराल (ई) 50 ग्राम है। भारग्राही आयताकार है जिसकी भुजाएं 480×280 मिमी मीटर हैं।



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषित करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी शृंखला के उसी मेक, यथार्थता और ऐसा तोलन उपकरण भी होगा, जिसका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, और जिसके संस्थापन मापमान का अन्तराल (एन) की अधिकतम संख्या 1000 (एन \leq 1000) से कम या उसके बराबर है तथा जिसका "ई" मान 1×10^k , 2×10^k , और 5×10^k , धनात्मक या ऋणात्मक पूर्ण संख्याक या शून्य में समतुल्य होगा।

[फा.सं. डब्ल्यू. गम 21 (65)/97]

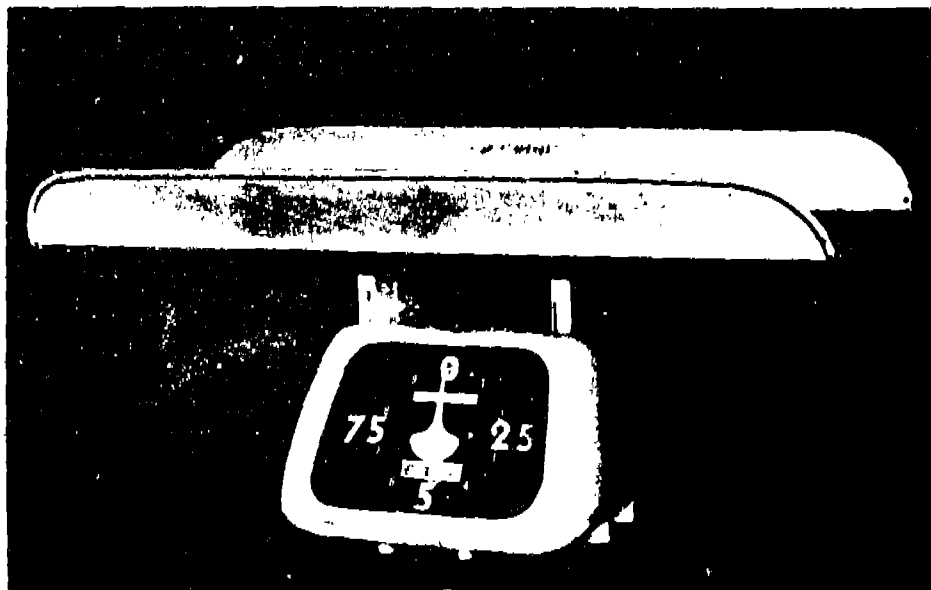
पी ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th February, 1999

S.O. 615.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the non-automatic weighing instrument (Baby weighing machine) of analogue type (hereinafter referred to as the Model) belonging to Ordinary accuracy class (Accuracy class IV) with brand name "EAGLE" manufactured by M/s E.G. Kantawala Private Limited, 56/65, Evergreen Industrial Estate, Shakti Mill Lane, Mahalakshmi, Mumbai-400011 and which is assigned the approval mark IND/09/98/161.

The model is a non-automatic weighing instrument of analogue type of maximum capacity of 10 kilogram and minimum capacity of 500 gram and belonging to ordinary accuracy class. The value of verification scale interval (e) is 50g. The load receptor is of rectangular shape of sides 480 × 280 millimetre.



Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of same make and accuracy class with maximum number of scale interval (n) upto 1,000 ($n \leq 1,000$) and with 'e' value of 1×10^k , 2×10^k and 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same design and with the same materials with which the approved Model has been manufactured.

[File No. WM - 21(65)/97]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 15 फरवरी, 1999

का.आ. 616.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मथुरा - जालंधर पाइपलाइन से मथुरा से टुण्डला तक पेट्रोलियम ~~उत्पादों~~ के परिवहन के लिए एक ब्रांच पाइपलाइन इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा बिछाई जाए;

और ऐसा प्रतीत होता है कि उक्त पाइपलाइन बिछाने के प्रयोजन के लिए अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है ;

अतः केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन), अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, राजपत्र, में यथा प्रकाशित इस अधिसूचना की प्रतियाँ जनसाधारण को उपलब्ध करा दिए जाने की तारीख से इक्कीस (21) दिन के भीतर, उनमें उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में आपत्ति लिखित रूप में श्री इंदु धर, सक्षम प्राधिकारी, मथुरा-टुण्डला पाइपलाइन प्रोजेक्ट, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, डिवीजनल कार्यालय, बिल्डिंग - 65/2, संजय प्लेस, आगरा को कर सकेगा ।

अनुसूची

तहसील- मथुरा	जिला - मथुरा	राज्य-उत्तर प्रदेश		
गांव का नाम	खसरा नं०	क्षेत्रफल		
		हेक्टेयर	आर	वर्गमीटर
बाद	3415	00	13	07
	3423	00	00	78
	3424	00	00	38
	3425	00	06	08
	3426	00	04	80
	3429	00	04	96
	3431	00	04	86
	3432	00	14	41
	3435	00	08	88
	3436	00	15	58
	3438	00	03	74

1	2	3	4	5
अगनपुरा	117	00	49	28
	128	00	11	18
	153	00	04	52
	155	00	11	23
	156	00	10	43
	172	00	14	07
	173	00	12	90
	178	00	15	12
	181	00	05	80
	182	00	00	96
	189	00	05	40
	190	00	02	89
	191	00	00	90
	202	00	09	72
	203	00	00	70
	205	00	04	20
	206	00	21	50
	207	00	04	32
	209	00	12	34
	211	00	14	41
बखूरी शर्की	216	00	00	50
	218	00	06	70
	219	00	00	50
	220	00	02	12
	221	00	06	26
	222	00	11	39
	285	00	14	08
	289	00	00	50
	290	00	24	30
	307	00	00	67
	308	00	17	09
	315	00	00	67
	317	00	02	95
	318	00	01	70
	319	00	04	14
	320	00	00	14
	336	00	00	50
बखूरी गब्री	131	00	00	40
	132	00	02	10
	133	00	03	01
	150	00	00	50
	165	00	00	26
	169	00	17	85
	170	00	05	76
	171	00	00	51
	172	00	08	80
	173	00	00	51
	174	00	37	49
	180	00	06	53

1	2	3	4	5
	181	00	00	50
	182	00	06	87
	210	00	00	50
	214	00	13	40
	215	00	00	50
	217	00	06	70
	317	00	02	10
	318	00	09	72
	319	00	07	48
	325	00	04	08
	326	00	05	46
	327	00	00	48
	328	00	00	48
	329	00	01	69
	330	00	04	41
	331	00	02	88
	335	00	00	96
	337	00	20	48
	338	00	01	04
	339	00	00	72
	343	00	00	50
	344	00	00	50
	346	00	03	35
नगला मनीगम	40	00	00	67
	41	00	34	32
	42	00	00	05
	54	00	00	68
	56	00	11	06
	57	00	11	10
	58	00	00	56
	59	00	00	93
	104	00	00	67
	106	00	10	28
	107	00	04	95
	108	00	02	16
	109	00	03	84
	118	00	00	50
	128	00	14	75
	129	00	05	36
	130	00	00	50
	172	00	26	15
	173	00	11	40
	175	00	00	50
	194	00	06	03
	493	00	00	67
	494	00	00	67
	505	00	07	37
	506	00	42	91
	509	00	00	67

1	2	3	4	5
	510	00	00	67
	525	00	11	40
	526	00	53	13
	533	00	12	07
	537	00	00	67
	538	00	00	67
	541	00	34	86
	637	00	01	68
	669	00	06	70
अलमई बांगर	28	00	01	52
	29	00	00	09
	32	00	46	55
	42	00	00	56
	44	00	22	96
	45	00	19	75
	46	00	01	06
	49	00	00	34
	50	00	00	24
	53	00	00	67
	158	00	03	27
	160	00	03	60
	161	00	00	67
	162	00	00	84
	163	00	01	51
	164	00	01	34
	165	00	01	51
	166	00	01	17
	171	00	11	40
	172	00	00	05
	173	00	00	67
	174	00	29	46
	179	00	00	67
	182	00	08	04
	183	00	07	71
	187	00	00	67
	188	00	00	67
	201	00	14	41
झंझीपुर बांगर	12	00	47	72
	16	00	20	11
	44	00	12	40
	56	00	02	35
	57	00	08	72
	58	00	00	72
	59	00	01	38
	60	00	00	60
	61	00	00	60
	63	00	04	36
	65	00	10	39
	81	00	02	14
	82	00	03	35

1	2	3	4	5
	83	00	03	35
	84	00	01	84
	85	00	00	30
	87	00	00	19
	88	00	00	54
	89	00	02	55
	90	00	05	76
	91	00	07	98
	114	00	01	35
	116	00	08	72
	117	00	04	14
	123	00	05	36
	124	00	09	60
	125	00	09	32
	126	00	00	78
	127	00	01	87
	128	00	06	87
	308	00	02	68
	310	00	01	44
	312	00	00	36
	313	00	15	75
	314	00	10	73
	315	00	13	41
	316	00	06	54
	317	00	00	93
	327	00	03	42
	328	00	00	54
	329	00	00	54
	331	00	09	32
	332	00	00	50
	333	00	10	89
	334	00	11	50
	335	00	02	34
शाहपुर फरह	12	00	24	97
	13	00	33	02
गड़ाया ललीफपुर बांगर	823	00	00	08
	831	00	05	87
	832	00	10	06
	833	00	06	37
	834	00	09	39
	835	00	01	12
	836	00	01	12
	837	00	29	50
	838	00	25	81
	864	00	01	08
	865	00	12	07
	870	00	22	63
	871	00	15	08
	873	00	00	67
	874	00	00	67
	875	00	01	92
	876	00	25	48
	877	00	02	85
	882	00	10	73

1	2	3	4	5
ग्रैमट	3	00	08	06
	4	00	03	33
	5	00	00	08
	14	00	07	52
	15	00	18	10
	18	00	01	20
	27	00	12	06
	28	00	02	72
	29	00	22	12
	30	00	08	21
	31	00	03	68
	38	00	00	67
	44	00	37	88
	46	00	00	70
	65	00	10	05
	183	00	09	98
	185	00	23	75
	186	00	23	46
नगला आजम ग्रावट	6	00	15	75
	9	00	07	54
	39	00	03	52
	40	00	70	39
	42	00	06	37
	43	00	24	30
नगला आजम बांगर	327	00	22	79
	328	00	00	67
	329	00	00	67
	330	00	00	67
	374	00	07	71
	375	00	06	54
	377	00	00	67
	381	00	00	67
	382	00	00	67
	384	00	46	59
	429	00	00	67
	430	00	41	73
दौलतपुर	77	00	00	67
	79	00	16	59
	80	00	02	01
	81	00	25	98
	85	00	00	67
	86	00	00	67
	87	00	03	18
	302	00	05	03
	303	00	19	44
	305	00	01	34
	328	00	02	35
	329	00	00	67

1	2	3	4	5
	330	00	03	02
	331	00	09	39
	332	00	06	70
	335	00	00	67
	336	00	04	19
	338	00	00	67
	339	00	35	53
	340	00	09	05
	343	00	01	34
	752	00	00	67
	755	00	17	77
	756	00	00	67
	757	00	09	38
	758	00	02	02
	759	00	14	08
	760	00	02	35
	766	00	03	21
	767	00	08	55
	768	00	01	34
	776	00	00	67
	778	00	04	52
	779	00	11	06
	780	00	10	05
	781	00	00	67
	782	00	12	57
	784	00	00	67
	785	00	01	51
	813	00	05	36
	814	00	00	67
	816	00	15	58
	817	00	00	67
	818	00	12	40
	821	00	02	51
	825	00	02	01
	829	00	01	34
	849	00	00	67
	850	00	20	78
बदा बांगर	187	00	02	01
	188	00	08	21
	189	00	14	75
	190	00	14	92
	232	00	10	06
	233	00	20	11
	234	00	14	08
	238	00	00	67
सन्तुष्टपुर इंदायली	37	00	17	20
	38	00	00	36
	49	00	00	67
	55	00	19	80
	56	00	21	20
	58	00	00	67

1	2	3	4	5
	65	00	12	80
	67	00	04	80
	70	00	00	67
	71	00	34	29
	87	00	00	67
	88	00	00	67
	98	00	01	51
	99	00	18	00
	100	00	18	40
	101	00	00	96
	102	00	00	96
	104	00	10	80
	105	00	37	50
	106	00	13	17
	107	00	07	21
	108	00	00	67
	115	00	02	51
	116	00	09	00
	119	00	13	00
	120/1	00	04	40
	123	00	05	52
	124	00	10	78
	301	00	03	02
	302	00	10	56
	313	00	09	24
	314	00	08	88
	315	00	04	15
	317	00	07	68
	318	00	02	90
	321	00	01	52
	327	00	01	34
	328	00	07	20
	329	00	08	34
	330	00	06	34
	362	00	06	03
	363	00	01	20
	365	00	08	04
	366	00	03	06
	367	00	01	10
	381	00	00	67
	382	00	07	22
	399	00	00	67
	400	00	03	15
	403	00	11	44
	404	00	05	70
	407	00	00	32
	408	00	05	12
	409	00	00	48
	410	00	00	08
	442	00	00	44

1	2	3	4	5
	443	00	10	73
	444	00	03	02
	446	00	00	16
	447	00	02	00
	448	00	05	53
	449	00	03	69
	451	00	00	08
	452	00	07	04
	453	00	03	69
	1297	00	11	21
	1298	00	05	72
	1299	00	03	69
	1302	00	03	10
	1303	00	08	04
	1304	00	01	12
	1307	00	12	74
	1310	00	07	21
	1312	00	06	70
	1313	00	10	56
	1314	00	02	35
	1326	00	08	04
	1327	00	05	75
	1328	00	01	10
	1333	00	02	48
	1334	00	10	73
गढ़सौ ली	519	00	11	56
	522	00	00	67
	523	00	00	67
	525	00	15	92
भूड़ा	1	00	21	96
	2	00	12	74
	4	00	09	05
	6	00	09	72
	10	00	20	11
	297	00	00	67
	305	00	10	40
	306	00	10	22
	311	00	00	67
	313	00	08	88
	322	00	05	36
	323	00	08	38
	345	00	04	02
	346	00	28	66
	350	00	00	67
	352	00	00	67
	353	00	00	67
	363	00	10	39
	364	00	00	34
	365	00	02	01
	366	00	01	17

1	2	3	4	5
	367	00	01	34
	368	00	38	72
बर्गो ली	1452	00	04	78
	1453	00	03	35
	1463	00	07	28
	1464	00	00	56
	1465	00	05	69
	1466	00	02	28
	1472	00	08	04
	1473	00	00	17
	1474	00	05	53
	1476	00	06	85
	1479	00	04	46
	1482	00	05	70
	1484	00	01	01
	1485	00	04	69
	1486	00	06	85
	1487	00	01	84
	1674	00	00	67
	1684	00	06	03
	1685	00	01	44
	1686	00	04	31
	1747	00	01	92
	1748	00	05	70
	1749	00	04	69
	1752	00	00	50
	1753	00	05	36
	1754	00	06	70
	1826	00	00	25
	1910	00	08	05
	1915	00	01	92
	1916	00	07	35
	1922	00	09	39
	1923	00	00	08
	1978	00	07	04
	1979	00	08	04
	1982	00	10	73
	1983	00	06	03
	1984	00	08	21
	2171	00	03	77
	2172	00	14	15
	2174	00	01	59
	2686	00	05	36
	2689	00	00	96
	2690	00	08	48
	2694	00	00	24
	2695	00	04	19
	2696	00	10	39
	2697	00	03	45

1	2	3	4	5
	2698	00	00	92
	2822	00	09	22
	2823	00	00	15
	2827	00	03	48
	2828	00	18	47
	2829	00	00	80
	2844	00	03	66
	2845	00	06	37
	2847	00	00	08
	2848	00	12	07
	2860	00	01	56
	2862	00	01	09
	2863	00	03	02
	2864	00	09	39
	2866	00	04	69
	2867	00	04	19
	2868	00	05	87
	2869	00	05	78
	2870	00	11	40
	2929	00	07	71
	2930	00	05	90
	2931	00	07	21
	2932	00	03	60
नगला गुग्गुली	111	00	14	08
	112	00	00	50
	118	00	16	42
	119	00	00	50
	120	00	09	05
	121	00	00	84
	122	00	00	50
	123	00	09	05
	124	00	03	69
	125	00	00	50
	131	00	29	50
	132	00	00	84
	133	00	00	50
	134	00	00	50
	135	00	05	70
	136	00	15	42
	137	00	04	02
	153	00	01	34
	156	00	12	23
	157	00	00	34
	158	00	00	50
	159	00	00	50
	160	00	07	37
	161	00	04	19
	165	00	06	70
	166	00	06	87
	167	00	01	17
	175	00	01	01

1	2	3	4	5
	176	00	00	67
	177	00	01	68
	178	00	01	34
	186	00	00	34
	187	00	00	50
	188	00	04	69
	189	00	04	02
	300	00	10	39
	331	00	06	03
	332	00	00	67
	336	00	00	50
	360	00	18	27
	361	00	10	73
	363	00	03	85
	364	00	13	07
	365	00	11	06
	368	00	09	89
	369	00	39	06
	602	00	15	75
	603	00	13	07
	604	00	00	50
	605	00	00	50
	694	00	00	50
	695	00	12	23
	696	00	07	21
	703	00	01	17
	718	00	11	73
	719	00	04	70
	721	00	00	50
	724	00	11	90
	725	00	00	50
	726	00	02	35
	727	00	06	03
	728	00	09	38
	737	00	00	50
	752	00	08	72
	753	00	07	71

[सं.-आर-31015/2/99-ओ. आर.-1]

एस. चन्द्रशेखर, अवर सचिव

Ministry of Petroleum and Natural Gas

New Delhi, 15th February, 1999

S.O. 616.— whereas it appears to the Central Government that it is necessary in public interest that for the transportation of the petroleum products from Mathura to Tundla, a branch pipeline should be laid, from existing Mathura Jalandhar Pipeline by Indian Oil Corporation Limited;

And, whereas, it appears that for the purpose of laying such pipeline it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the petroleum and Minerals pipeline (Acquisition of Right of User in Land) act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may within 21 (Twenty One) days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri Indu Dhar, Competent Authority, Mathura Tundla Pipeline Project, Indian Oil Corporation Limited Divisional Office Building - 65/2, Sanjay Place, Agra.

Schedule

Tehsil – Mathura		District - Mathura		State - Uttar Pradesh	
		Area			
Name of Village	Khasra No.	Hectare	Are	Sq mtr.	
1	2	3	4	5	
Baad	3415	00	13	07	
	3423	00	00	78	
	3424	00	00	38	
	3425	00	06	08	

1	2	3	4	5
	3426	00	04	80
	3429	00	04	96
	3431	00	04	86
	3432	00	14	41
	3435	00	08	88
	3436	00	15	58
	3438	00	03	74
Aganpura	117	00	49	28
	128	00	11	18
	153	00	04	52
	155	00	11	23
	156	00	10	43
	172	00	14	07
	173	00	12	90
	178	00	15	12
	181	00	05	80
	182	00	00	96
	189	00	05	40
	190	00	02	89
	191	00	00	90
	202	00	09	72
	203	00	00	70
	205	00	04	20
	206	00	21	50
	207	00	04	32
	209	00	12	34
	211	00	14	41
Baburi Sharki	216	00	00	50
	218	00	06	70
	219	00	00	50
	220	00	02	12
	221	00	06	26
	222	00	11	39
	285	00	14	08
	289	00	00	50
	290	00	24	30
	307	00	00	67
	308	00	17	09
	315	00	00	67
	317	00	02	95
	318	00	01	70
	319	00	04	14
	320	00	00	14
	336	00	00	50
Baburi Garbi	131	00	00	40
	132	00	02	10
	133	00	03	01
	150	00	00	50
	165	00	00	26
	169	00	17	85

1	2	3	4	5
	170	00	05	76
	171	00	00	51
	172	00	08	80
	173	00	00	51
	174	00	37	49
	180	00	06	53
	181	00	00	50
	182	00	06	87
	210	00	00	50
	214	00	13	40
	215	00	00	50
	217	00	06	70
	317	00	02	10
	318	00	09	72
	319	00	07	48
	325	00	04	08
	326	00	05	46
	327	00	00	48
	328	00	00	48
	329	00	01	69
	330	00	04	41
	331	00	02	88
	335	00	00	96
	337	00	20	48
	338	00	01	04
	339	00	00	72
	343	00	00	50
	344	00	00	50
	346	00	03	35
Nagla Maniram	40	00	00	67
	41	00	34	32
	42	00	00	05
	54	00	00	68
	56	00	11	06
	57	00	11	10
	58	00	00	56
	59	00	00	93
	104	00	00	67
	106	00	10	28
	107	00	04	95
	108	00	02	16
	109	00	03	84
	118	00	00	50
	128	00	14	75
	129	00	05	36
	130	00	00	50
	172	00	26	15
	173	00	11	40
	175	00	00	50
	194	00	06	03

1	2	3	4	5
Anwala Sultanpur Bangar	493	00	00	67
	494	00	00	67
	505	00	07	37
	506	00	42	91
	509	00	00	67
	510	00	00	67
	525	00	11	40
	526	00	53	13
	533	00	12	07
	537	00	00	67
	538	00	00	67
	541	00	34	86
	637	00	01	68
	669	00	06	70
Balrai Bangar	28	00	01	52
	29	00	00	09
	32	00	46	55
	42	00	00	56
	44	00	22	96
	45	00	19	75
	46	00	01	06
	49	00	00	34
	50	00	00	24
	53	00	00	67
	158	00	03	27
	160	00	03	60
	161	00	00	67
	162	00	00	84
	163	00	01	51
	164	00	01	34
	165	00	01	51
	166	00	01	17
	171	00	11	40
	172	00	00	05
	173	00	00	67
	174	00	29	46
	179	00	00	67
	182	00	08	04
	183	00	07	71
	187	00	00	67
	188	00	00	67
	201	00	14	41
Jhandipur Bangar	12	00	47	72
	16	00	20	11
	44	00	12	40
	56	00	02	35
	57	00	08	72
	58	00	00	72
	59	00	01	38
	60	00	00	60
	61	00	00	60
	63	00	04	36

1	2	3	4	5
	65	00	10	39
	81	00	02	14
	82	00	03	35
	83	00	03	35
	84	00	01	84
	85	00	00	30
	87	00	00	19
	88	00	00	54
	89	00	02	55
	90	00	05	76
	91	00	07	98
	114	00	01	35
	116	00	08	72
	117	00	04	14
	123	00	05	36
	124	00	09	60
	125	00	09	32
	126	00	00	78
	127	00	01	87
	128	00	06	87
	308	00	02	68
	310	00	01	44
	312	00	00	36
	313	00	15	75
	314	00	10	73
	315	00	13	41
	316	00	06	54
	317	00	00	93
	327	00	03	42
	328	00	00	54
	329	00	00	54
	331	00	09	32
	332	00	00	50
	333	00	10	89
	334	00	11	50
	335	00	02	34
Shahpur Farah	12	00	24	97
	13	00	33	02
Garaya Latifpur Bangar	823	00	00	08
	831	00	05	87
	832	00	10	06
	833	00	06	37
	834	00	09	39
	835	00	01	12
	836	00	01	12
	837	00	29	50
	838	00	25	81
	864	00	01	08
	865	00	12	07
	870	00	22	63
	871	00	15	08
	873	00	00	67
	874	00	00	67
	875	00	01	92
	876	00	25	48
	877	00	02	85

1	2	3	4	5
	882	00	10	73
Khairat	3	00	08	06
	4	00	03	33
	5	00	00	08
	14	00	07	52
	15	00	18	10
	18	00	01	20
	27	00	12	06
	28	00	02	72
	29	00	22	12
	30	00	08	21
	31	00	03	68
	38	00	00	67
	44	00	37	88
	46	00	00	70
	65	00	10	05
	183	00	09	98
	185	00	23	75
	186	00	23	46
Nagla Azam Khadar	6	00	15	75
	9	00	07	54
	39	00	03	52
	40	00	70	39
	42	00	06	37
	43	00	24	30
Nagla Azam Bangar	327	00	22	79
	328	00	00	67
	329	00	00	67
	330	00	00	67
	374	00	07	71
	375	00	06	54
	377	00	00	67
	381	00	00	67
	382	00	00	67
	384	00	46	59
	429	00	00	67
	430	00	41	73
Daulatpur	77	00	00	67
	79	00	16	59
	80	00	02	01
	81	00	25	98
	85	00	00	67
	86	00	00	67
	87	00	03	18
	302	00	05	03
	303	00	19	44
	305	00	01	34
	328	00	02	35

1	2	3	4	5
	329	00	00	67
	330	00	03	02
	331	00	09	39
	332	00	06	70
	335	00	00	67
	336	00	04	19
	338	00	00	67
	339	00	35	53
	340	00	09	05
	343	00	01	34
	752	00	00	67
	755	00	17	77
	756	00	00	67
	757	00	09	38
	758	00	02	02
	759	00	14	08
	760	00	02	35
	766	00	08	21
	767	00	08	55
	768	00	01	34
	776	00	00	67
	778	00	04	52
	779	00	11	06
	780	00	10	05
	781	00	00	67
	782	00	12	57
	784	00	00	67
	785	00	01	51
	813	00	05	36
	814	00	00	67
	816	00	15	58
	817	00	00	67
	818	00	12	40
	821	00	02	51
	825	00	02	01
	829	00	01	34
	849	00	00	67
	850	00	20	78
Barha Bangar	187	00	02	01
	188	00	08	21
	189	00	14	75
	190	00	14	92
	232	00	10	06
	233	00	20	11
	234	00	14	08
	238	00	00	67
Shahzadpur Indavali	37	00	17	20
	38	00	00	36
	49	00	00	67
	55	00	19	80
	56	00	21	20
	58	00	00	67

1	2	3	4	5
	65	00	12	80
	67	00	04	80
	70	00	00	67
	71	00	34	29
	87	00	00	67
	88	00	00	67
	98	00	01	51
	99	00	18	00
	100	00	18	40
	101	00	00	96
	102	00	00	96
	104	00	10	80
	105	00	37	50
	106	00	13	17
	107	00	07	21
	108	00	00	67
Maraura	115	00	02	51
	116	00	09	00
	119	00	13	00
	120/1	00	04	40
	123	00	05	52
	124	00	10	78
	301	00	03	02
	302	00	10	56
	313	00	09	24
	314	00	08	88
	315	00	04	15
	317	00	07	68
	318	00	02	90
	321	00	01	52
	327	00	01	34
	328	00	07	20
	329	00	08	34
	330	00	06	34
	362	00	06	03
	363	00	01	20
	365	00	08	04
	366	00	03	06
	367	00	01	10
	381	00	00	67
	382	00	07	22
	399	00	00	67
	400	00	03	15
	403	00	11	44
	404	00	05	70
	407	00	00	32
	408	00	05	12
	409	00	00	48
	410	00	00	08
	442	00	00	44

1	2	3	4	5
	443	00	10	73
	444	00	03	02
	446	00	00	16
	447	00	02	00
	448	00	05	53
	449	00	03	69
	451	00	00	08
	452	00	07	04
	453	00	03	69
	1297	00	11	21
	1298	00	05	72
	1299	00	03	69
	1302	00	03	10
	1303	00	08	04
	1304	00	01	12
	1307	00	12	74
	1310	00	07	21
	1312	00	06	70
	1313	00	10	56
	1314	00	02	35
	1326	00	08	04
	1327	00	05	75
	1328	00	01	10
	1333	00	02	48
	1334	00	10	73
Garhsauli	519	00	11	56
	522	00	00	67
	523	00	00	67
	525	00	15	92
Bhoora	1	00	21	96
	2	00	12	74
	4	00	09	05
	6	00	09	72
	10	00	20	11
	297	00	00	67
	305	00	10	40
	306	00	10	22
	311	00	00	67
	313	00	08	88
	322	00	05	36
	323	00	08	38
	345	00	04	02
	346	00	28	66
	350	00	00	67
	352	00	00	67
	353	00	00	67
	363	00	10	39
	364	00	00	34
	365	00	02	01
	366	00	01	17

1	2	3	4	5
	367	00	01	34
	368	00	38	72
Barauli	1452	00	04	78
	1453	00	03	35
	1463	00	07	28
	1464	00	00	56
	1465	00	05	69
	1466	00	02	28
	1472	00	08	04
	1473	00	00	17
	1474	00	05	53
	1476	00	06	85
	1479	00	04	46
	1482	00	05	70
	1484	00	01	01
	1485	00	04	69
	1486	00	06	85
	1487	00	01	84
	1674	00	00	67
	1684	00	06	03
	1685	00	01	44
	1686	00	04	31
	1747	00	01	92
	1748	00	05	70
	1749	00	04	69
	1752	00	00	50
	1753	00	05	36
	1754	00	06	70
	1826	00	00	25
	1910	00	08	05
	1915	00	01	92
	1916	00	07	35
	1922	00	09	39
	1923	00	00	08
	1978	00	07	04
	1979	00	08	04
	1982	00	10	73
	1983	00	06	03
	1984	00	08	21
	2171	00	03	77
	2172	00	14	15
	2174	00	01	59
	2686	00	05	36
	2689	00	00	96
	2690	00	08	48
	2694	00	00	24
	2695	00	04	19
	2696	00	10	39
	2697	00	03	45
	2698	00	00	92
	2822	00	09	22
	2823	00	00	15

1	2	3	4	5
	2827	00	03	48
	2828	00	18	47
	2829	00	00	80
	2844	00	03	66
	2845	00	06	37
	2847	00	00	08
	2848	00	12	07
	2860	00	01	56
	2862	00	01	09
	2863	00	03	02
	2864	00	09	39
	2866	00	04	69
	2867	00	04	19
	2868	00	05	87
	2869	00	05	78
	2870	00	11	40
	2929	00	07	71
	2930	00	05	90
	2931	00	07	21
	2932	00	03	60
Nagla Gukhrauli	111	00	14	08
	112	00	00	50
	118	00	16	42
	119	00	00	50
	120	00	09	05
	121	00	00	84
	122	00	00	50
	123	00	09	05
	124	00	03	69
	125	00	00	50
	131	00	29	50
	132	00	00	84
	133	00	00	50
	134	00	00	50
	135	00	05	70
	136	00	15	42
	137	00	04	02
	153	00	01	34
	156	00	12	23
	157	00	00	34
	158	00	00	50
	159	00	00	50
	160	00	07	37
	161	00	04	19
	165	00	06	70
	166	00	06	87
	167	00	01	17
	175	00	01	01
	176	00	00	67
	177	00	01	68
	178	00	01	34

1	2	3	4	5
	186	00	00	34
	187	00	00	50
	188	00	04	69
	189	00	04	02
	300	00	10	39
	331	00	06	03
	332	00	00	67
	336	00	00	50
	360	00	18	27
	361	00	10	73
	363	00	03	85
	364	00	13	07
	365	00	11	06
	368	00	09	89
	369	00	39	05
	602	00	15	75
	603	00	13	07
	604	00	00	50
	605	00	00	50
	694	00	00	50
	695	00	12	23
	696	00	07	21
	703	00	01	17
	718	00	11	73
	719	00	04	70
	721	00	00	50
	724	00	11	90
	725	00	00	50
	726	00	02	35
	727	00	06	03
	728	00	09	38
	737	00	00	50
	752	00	08	72
	753	00	07	71

[No. R.—31015/2/99-O.R.—1]
S. CHANDRASEKHAR, Under Secy.

नई दिल्ली, 15 फरवरी, 1999

क्र.आ. 617.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मथुरा — जालंधर मुख्य पाइप लाइन से सोनीपत से मेरठ तक पेट्रोलियम उत्पादों के परिवहन के लिए एक ब्रान्च पाइप लाइन इण्डियन ऑयल कॉर्पोरेशन द्वारा बिछाई जाए ;

और ऐसा प्रतीत होता है कि उक्त पाइपलाइन बिछाने के प्रयोजन के लिए अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि के उपयोग के अधिकार का अर्जन करना आवश्यक है ,

अतः केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962(1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ,

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ जनसाधारण को उपलब्ध करा दिए जाने की तारीख से इक्कीस (21) दिन के भीतर, उनमें उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में आपत्ति लिखित रूप में श्री आर० के० काजल, सक्षम प्राधिकारी, सोनीपत-मेरठ एवं कुरुक्षेत्र-सहारनपुर पाइपलाइन प्रोजेक्ट, इण्डियन ऑयल कॉर्पोरेशन लिमिटेड, कोठी न. 1318 सैक्टर--7, करनाल 132001 को कर सकेगा ।

अनुसूची

तहसील : सोनीपत		जिला : सोनीपत		राज्य : हरियाणा	
गाँव का नाम	हदबस्त न०	मुस्तील न०/ किला न०	क्षेत्र		
			हेक्टर	आर	वर्गमीटर
1	2	3	4	5	6
हरसाना कलां	208	41 1/1	--	01	01
बन्देपुर	77	25 18/1/2/1	--	00	76
जाखौली	37	36 4/2	--	01	26
		41 28	--	35	41

[सं.-आर-31015/4/99-ओ. आर.-1]

एस. चन्द्रशेखर, अवर सचिव

New Delhi, 15th February, 1999

S.O. 617.— whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Sonipat to Meerut, a branch pipeline should be laid, from existing Mathura -- Jalandhar pipeline, by Indian Oil corporation Limited;

And, whereas, it appears that for the purpose of laying such pipeline it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may within twenty one (21) days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.K. Kazal, Competent Authority, Sonipat -Meerut and Kurukshetra-Saharanpur pipeline project, Indian Oil Corporation Limited, Kothi No.1318, Sector-7, Karnal-132001.

Schedule

Tehsil : Sonipat		Distt.: Sonipat		State : Haryana	
Name of Village	Hadbast No.	Mustateel No. Killa No.	Area		
			Hectare	Are	Sq.Meter
1	2	3	4	5	6
Harsana Kalan	208	41			
		1/1	--	01	01
Bandepur	77	25			
		18/1/2/1	--	00	76
Jakhauli	37	36			
		4/2	--	01	26
		41			
		28	--	35	41

[No. R.—31015/4/99-O.R.—I]
S. CHANDRASEKHAR, Under Secy.

नई दिल्ली, 15 फरवरी, 1999

का.आ. 618.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मथुरा - जालंधर मुख्य पाइपलाइन से सोनीपत से मेरठ तक पेट्रोलियम उत्पादों के परिवहन के लिए एक ब्रांच पाइपलाइन इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा बिछाई जाए;

और ऐसा प्रतीत होता है कि उक्त पाइपलाइन बिछाने के प्रयोजन के लिए अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि के उपयोग के अधिकार का अर्जन करना आवश्यक है ;

अतः केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, राजपत्र, में यथा प्रकाशित इस अधिसूचना की प्रतियाँ जनसाधारण को उपलब्ध करा दिए जाने की तारीख से इक्कीस (21) दिन के भीतर, उनमें उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में आपत्ति लिखित रूप में श्री अशोक कुमार, सक्षम प्राधिकारी, सोनीपत - मेरठ एवं कुरुक्षेत्र- सहारनपुर पाइपलाइन प्रोजेक्ट, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, के - 33 पल्लवपुरम, फेस-II, मेरठ को कर सकेगा ।

अनुसूची

तहसील- बागपत	जिला - बागपत	राज्य : उत्तर प्रदेश		
गांव का नाम	खसरा नं	क्षेत्रफल		
		हेक्टेयर	आर	वर्गमीटर
बागपत बांगर	1510	0	00	42
	1511	0	19	23
कासमाबाद दुडवा	302	0	13	62
	315	0	00	21
अहेड़ा	89	0	00	21
	90	0	12	94
	99	0	00	21
	105	0	04	40
	297	0	00	21
	298	0	18	98
सूरजपुर महनवा	90	0	00	21
	97	0	11	60
घौहलदा	270	0	01	01
	347	0	00	67
गौरीपुर	318	0	00	21
	511	0	16	30
बसा टीकरी	86	0	00	21
	102	0	11	52
	103	0	00	42
	124	0	15	13
	127	0	17	31
	129	0	00	21
झौला	60			
	895	0	06	86
	896	0	00	21
75				
	1067/2	0	01	67
168				
	1723/1	0	19	27
264				
	1543	0	00	30
	1546	0	09	39

अनुसूची

तहसील- खेकड़ा	जिला - बागपत	राज्य : उत्तर प्रदेश		
गांव का नाम	चक नं०	क्षेत्रफल		
	खसरा नं०	हेक्टेयर	आर	वर्गमीटर
372				
1539	0	00		16
1543	0	00		36
1545	0	03		35
1546	0	01		34
376				
1670	0	00		42
393				
1067/2	0	03		54
440				
819	0	05		04
442				
1723/1	0	00		17
1725	0	11		90
536				
802	0	07		04
571				
1067/2	0	00		64
582				
736	0	00		21
793	0	00		42
620				
895	0	01		44
763				
819	0	09		57
871				
803	0	22		79
975				
1067/3	0	02		89
1048				
895	0	07		79

अनुसूची

तहसील- खेकड़ा	जिला - बागपत	राज्य : उत्तर प्रदेश		
गांव का नाम	चक नं०	क्षेत्रफल		
	खसरा नं०	हेक्टेयर	आर	वर्गमीटर
	1062			
	1543	0	00	40
	1196			
	803	0	14	09
	1221			
	819	0	08	55
	1300			
	1671	0	15	75
	1673	0	00	21
	1674	0	00	32
	बाग			
	1671/2	0	01	87
	1723/2	0	01	35
	नया चकमार्ग			
	1723/1	0	00	21
	-4-			
	पुशने रास्ते			
	798	0	00	42
	पुरानी नाली			
	895	0	00	21
मुरादगामपुर रोशनगढ़	138	0	02	01
	155	0	00	21
खेड़ावीरान	250	0	00	42
डोलचा	253	0	00	84
	254	0	00	63
	255	0	00	21
	592	0	00	21
	676	0	01	67
	1089	0	00	42
बाखरपुर बालैनी	924	0	00	55
	943	0	00	42
	944	0	00	28

अनुसूची

तहसील- बागपत	जिला - बागपत	राज्य : उत्तर प्रदेश		
गांव का नाम	खसरा नं	क्षेत्रफल		
		हेक्टेयर	आर	वर्गमीटर
	951	0	00	42
	952	0	00	21
	955	0	06	29
	962	0	00	21
	965	0	13	28

[सं.-आर-31015/4/99—ओ. आर.-1]

एस. चन्द्रशेखर, अवर सचिव

New Delhi, 15th February, 1999

S.O. 618.— whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Sonapat to Meerut, a branch pipeline should be laid, from existing Mathura Jalandhar Pipeline by Indian Oil Corporation Limited;

And, whereas, it appears that for the purpose of laying such pipeline it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section(1) of Section 3 of the Petroleum & Minerals Pipeline (Acquisition of Right of User in Land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may within Twenty One (21) days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri Ashok Kumar, Competent Authority, Sonapat-Meerut and Kurukshetra-Saharanpur Pipeline Project, Indian Oil Corporation Limited, K-33, Pallavpuram Phase-II, Meerut.

Schedule

Tehsil- Baghpat District - Baghpat State: Uttar Pradesh

Name of Village Khasra No. Area

Hectare Are Sq.Mtr.

Baghpat Bangar	1510	0	00	42
	1511	0	19	23
Kasmabad Durhwa	302	0	13	62
	315	0	00	21
Ahera	89	0	00	21
	90	0	12	94
	99	0	00	21
	105	0	04	40
	297	0	00	21
	298	0	18	98
Surajpur Mahnwa	90	0	00	21
	97	0	11	60
Chohalda	270	0	01	01
	347	0	00	67
Gauripur	318	0	00	21
	511	0	16	30
Basa Tikri	86	0	00	21
	102	0	11	52
	103	0	00	42
	124	0	15	13
	127	0	17	31
	129	0	00	21
Daula	60			
	895	0	06	86
	896	0	00	21
	75			
	1067/2	0	01	67
	168			
	1723/1	0	19	27

Schedule

Tehsil- Khekra	District - Baghpat	State: Uttar Pradesh		
Name of Village	Chak No.	Area		
	Khasra No.	Hectare Are Sq.Mtr.		
	264			
	1543	0	00	30
	1546	0	09	39
	372			
	1539	0	00	16
	1543	0	00	36
	1545	0	03	35
	1546	0	01	34
	376			
	1670	0	00	42
	393			
	1067/2	0	03	54
	440			
	819	0	05	04
	442			
	1723/1	0	00	17
	1725	0	11	90
	536			
	802	0	07	04
	571			
	1067/2	0	00	64
	582			
	736	0	00	21
	793	0	00	42
	620			
	895	0	01	44
	763			
	819	0	09	57
	871			
	803	0	22	79
	975			
	1067/3	0	02	89

Schedule

Tehsil- Khekra	District - Baghpat	State: Uttar Pradesh		
Name of Village	Chak No.	Area		
	Khasra No.	Hectare Are Sq.Mtr.		
	1048			
	895	0	07	79
	1062			
	1543	0	00	40
	1196			
	803	0	14	09
	1221			
	819	0	08	55
	1300			
	1671	0	15	75
	1673	0	00	21
	1674	0	00	32
	Orchard			
	1671/2	0	01	87
	1723/2	0	01	35
	New Chakroad			
	1723/1	0	00	21
	Old Rasta			
	798	0	00	42
	Old Water Chanel			
	895	0	00	21
Muradgampur Roshangarh	138	0	02	01
	155	0	00	21
Khera Viran	250	0	00	42
Daulcha	253	0	00	84
	254	0	00	63
	255	0	00	21
	592	0	00	21
	676	0	01	67
	1089	0	00	42

Schedule

Tehsil- Khekra	District - Baghpat	State: Uttar Pradesh		
Name of Village	Chak No.	Area		
	Khasra No.	Hectare Are Sq.Mtr.		
Bakherpur Balleni	924	0	00	55
	943	0	00	42
	944	0	00	28
	951	0	00	42
	952	0	00	21
	955	0	06	29
	962	0	00	21
	965	0	13	28

[No. R.—31015/4/99-O.R.—I]
S. CHANDRASEKHAR, Under Secy.

नई दिल्ली, 15 फरवरी, 1999

का.आ. 619.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मथुरा - जालंधर मुख्य पाइपलाइन से सोनीपत से मेरठ तक पेट्रोलियम उत्पादों के परिवहन के लिए एक ब्रांच पाइपलाइन इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा बिछाई जाए;

और ऐसा प्रतीत होता है कि उक्त पाइपलाइन बिछाने के प्रयोजन के लिए अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि के उपयोग के अधिकार का अर्जन करना आवश्यक है ;

अतः केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, राजपत्र, में यथा प्रकाशित इस अधिसूचना की प्रतियाँ जनसाधारण को उपलब्ध करा दिए जाने की तारीख से इक्कीस (21) दिन के भीतर, उनमें उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में आपत्ति लिखित रूप में श्री अशोक कुमार, सक्षम प्राधिकारी, सोनीपत - मेरठ एवं कुरुक्षेत्र- सहारनपुर पाइपलाइन प्रोजेक्ट, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, के - 33 पल्लवपुरम, फेस-II, मेरठ को कर सकेगा ।

अनुसूची

तहसील- मेरठ	जिला - मेरठ	राज्य : उत्तर प्रदेश		
गांव का नाम	खसरा नं०	क्षेत्रफल		
		इंक्वेट	आर	कैमीटर
सीकरी	35	0	10	58
	38	0	09	50
	102	0	02	85
	103	0	05	10
	426	0	00	42
	427	0	17	38
	429	0	00	95
	438	0	01	33
	441	0	20	22
	447	0	00	80
	459	0	26	57
	460	0	08	08
	465	0	00	21
	खानपुर	570	0	00
571		0	00	42
717		0	01	51
सियाल खास	1294	0	00	21
	1313	0	11	77
	1826	0	00	21
	1827	0	15	63
कुशली	367	0	07	03
भाफर	704	0	05	82
	707	0	00	42
कलंजरी	35	0	05	99
	43	0	00	42
	301	0	20	74
	303	0	00	42
	666	0	12	57
धाट	804	0	30	00
	860	0	02	60
	861	0	11	95

New Delhi, 15th February, 1999

S.O. 619.— whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Sonapat to Meerut, a branch pipeline should be laid, from existing Mathura Jalandhar Pipeline by Indian Oil Corporation Limited;

And, whereas, it appears that for the purpose of laying such pipeline it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section(1) of Section 3 of the Petroleum & Minerals Pipeline (Acquisition of Right of User in Land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may within Twenty One (21) days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri Ashok Kumar, Competent Authority, Sonapat-Meerut and Kurukshetra-Saharanpur Pipeline Project, Indian Oil Corporation Limited, K-33, Pallavpuram Phase-II, Meerut.

Schedule

Tehsil-Meerut	District - Meerut	State - Uttar Pradesh		
Name of Village	Khasra No	Area		
		Hectare.	Are	Sq. Mtr.
Sikri	35	0	10	58
	38	0	09	50
	102	0	02	85
	103	0	05	10
	426	0	00	42
	427	0	17	38
	429	0	00	95
	438	0	01	33
	441	0	20	22
	447	0	00	80
	459	0	26	57
	460	0	08	08
	465	0	00	21

Schedule

Tehsil-Meerut	District - Meerut	State - Uttar Pradesh		
Name of Village	Khasra No	Area		
		Hectare.	Are	Sq. Mtr.
Khanpur	570	0	00	21
	571	0	00	42
	717	0	01	51
Siwal Khas	1294	0	00	21
	1313	0	11	77
	1826	0	00	21
	1827	0	15	63
Kurali	367	0	07	03
Bafar	704	0	05	82
	707	0	00	42
Kalanjari	35	0	05	99
	43	0	00	42
	301	0	20	74
	303	0	00	42
	666	0	12	57
Ghat	804	0	30	00
	860	0	02	60
	861	0	11	95

[No. R.—31015/4/99-O.R.—I]
S. CHANDRASEKHAR, Under Secy.

नई दिल्ली, 15 फरवरी, 1999

का.आ. 620.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में ऐसा करना आवश्यक है कि पश्चिमी बंगाल राज्य के हल्दिया से बिहार राज्य के बरौनी तक अपरिष्कृत पेट्रोलियम के परिवहन के लिए इंडियन ऑयल कारपोरेशन लि० द्वारा पाइपलाईन बिछाई जाए।

और उक्त पाइपलाईन बिछाने के प्रयोजन के लिए अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है।

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति उस तारीख से जिसको, राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाईन बिछाने के सम्बन्ध में उनमें उपयोग के अधिकार का अर्जन करने सम्बन्धी लिखित रूप में आक्षेप मो० रबिउल कमाल, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, हल्दिया-बरोनी अपरिष्कृत पेट्रोलियम पाइपलाईन परियोजना, पोस्ट-खंजनचक, बासुदेवपुर, जिला मिदनापुर, पश्चिमी बंगाल को कर सकेगा।

अनुसूची

पुलिस थाना : सुताहाटा		जिला : मिदनापुर		राज्य : पश्चिमी बंगाल	
गाँव	अधिकारिता	प्लॉट संख्या	क्षेत्र		
	सूची संख्या		हेक्टेयर	आरे	सेंटीआरे
1	2	3	4	5	6
दवारी बेरिया	46	513	0	2	2
		514	0	0	81
		515	0	2	43
तैतुलबेरिया	170	903	0	1	21
		268	0	3	64
हादिया	47	117	0	9	31
पुलिस थाना : महीशादल					
दक्षिण श्रीकृष्णापुर	59	921	0	3	84
गुरिया	45	589	0	2	43
		587	0	1	62
		590	0	1	21

1	2	3	4	5	6
<hr/>					
कालिका कुन्डू	148	3144	0	4	45
		3139	0	5	26
		3140	0	14	16
		2419	0	0	81
		1211	0	4	4
		1213	0	2	2
पुलिस थाना : तामलुक					
घारिण्डा	279	818	0	0	81
		820	0	4	45
		821	0	2	83
		822	0	2	43
		823	0	0	71
		824	0	0	10
		827	0	6	1
		828	0	3	24
		829	0	0	61
		830	0	0	28
		832	0	1	38
		970	0	3	97
		971	0	2	1
		972	0	3	74
		973	0	3	24
		974	0	0	40
		983	0	3	24
		984	0	1	82
		985	0	0	10
		1039	0	0	1
		1040	0	4	86
		1041	0	0	81
		1045	0	0	73
		1046	0	0	1
		1048	0	0	36
		1049	0	1	82
		1050	0	2	2
		1321	0	1	21

1	2	3	4	5	6
पुलिस थाना : दासपुर					
जोट-कानुरामगढ़	212	1401	0	0	81
भगवतीपुर	211	2447	0	3	54
		2448	0	0	12
		2395	0	7	68
		2714	0	2	2
		2715	0	1	62
		2716	0	0	20
		2722	0	0	20
		2728	0	1	46
		2738	0	2	99
		2746	0	1	42
		2750	0	2	2
		2756	0	0	40
		2762	0	9	15
		2977	0	3	40
		2993	0	0	61
		2992	0	0	40
		2721	0	3	82
		2730	0	1	94
		2449	0	11	33
		2991	0	1	57
डोरी-अयोध्या	214	1459	0	2	63
		1369 / 3837	0	0	23
		3838	0	1	51
		1356	0	0	51
		1386	0	1	34
		1385	0	0	99
नारायणचक	238	931	0	3	64
		932	0	1	1
		936	0	0	28
		937	0	1	86
		938	0	10	52
		942	0	1	62
		944	0	8	50

1	2	3	4	5	6
		976	0	0	20
		977	0	2	14
		939	0	0	40
		920/1257	0	0	40
गोमोकपोटा	237	1573	0	1	78
		717/1950	0	4	45
		718	0	4	5
		726	0	1	54
		727	0	2	43
		728	0	2	83
		720	0	8	90
		725	0	1	21
		725/1975	0	1	38
		1573	0	1	5
		1577	0	1	70
		1049	0	9	71
		944	0	0	4
		1574	0	2	2
		1576	0	1	42
		1569	0	1	21
		1570	0	2	23
		1571	0	2	2
		1567	0	0	12
		1521	0	4	25
		943	0	20	24
		1549	0	9	11
		1550	0	6	48
		1551	0	0	20
		1545	0	9	31
		1546	0	3	48
		1544	0	1	21
		1537	0	6	88
		1537/2020	0	3	24
		1538	0	0	4
		1572	0	0	61
		1632	0	0	40

1	2	3	4	5	6
पालशापई	156	2091/3447	0	0	40
जोयरामचक	157	1849	0	32	38

[सं.-आर-31015/3/99-ओ.आर.-I]

एस. चन्द्रशेखर, अवर सचिव

New Delhi, 15th February, 1999

S.O. 620.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum (crude) from Haldia in the state of West Bengal to Barauni in the State of Bihar, a pipeline should be laid by Indian Oil Corporation Limited;

And, whereas, it appears that for the purpose of laying such pipeline it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri Md. Rabiul Kamal, Competent Authority, Indian Oil Corporation Limited, Haldia-Barauni Crude Pipeline Project, Post Office - Khanjanchak, Basudevpur, District-Midnapur (West Bengal).

Schedule

Police Station: Satahata District: Midnapur State: West Bengal

Village	Jurisdiction List No.	Plot No.	Area		
			Hectare	Ares	Centlares

1	2	3	4	5	6
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Dwari Beria	46	513	0	2	2
		514	0	0	81
		515	0	2	43

Tentulberia	170	903	0	1	21
		268	0	3	64

Hadia	47	117	0	9	31
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Police Station: Mahisadal

Dakshin Srikrishnapur	59	921	0	3	84
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Guria	45	589	0	2	43
		587	0	1	62
		590	0	1	21

Kalikakundu	148	3144	0	4	45
		3139	0	5	26
		3140	0	14	16
		2419	0	0	81
		1211	0	4	4
		1213	0	2	2

1	2	3	4	5	6
Police Station: Tamluk					
Dharinda	279	818	0	0	81
		820	0	4	45
		821	0	2	83
		822	0	2	43
		823	0	0	71
		824	0	0	10
		827	0	6	1
		828	0	3	24
		829	0	0	61
		830	0	0	28
		832	0	1	38
		970	0	3	97
		971	0	2	1
		972	0	3	74
		973	0	3	24
		974	0	0	40
		983	0	3	24
		984	0	1	82
		985	0	0	10
		1039	0	0	1
		1040	0	4	86
		1041	0	0	81
		1045	0	0	73
		1046	0	0	1
		1048	0	0	36
		1049	0	1	82
		1050	0	2	2
		1321	0	1	21
Police Station: Daspur					
Jot Kanuramgarh	212	1401	0	0	81
Bhagabatipur	211	2447	0	3	54
		2448	0	0	12
		2395	0	7	68

1	2	3	4	5	6
		2714	0	2	2
		2715	0	1	62
		2716	0	0	20
		2722	0	0	20
		2728	0	1	46
		2738	0	2	99
		2746	0	1	42
		2750	0	2	2
		2756	0	0	40
		2762	0	9	15
		2977	0	3	40
		2993	0	0	61
		2992	0	0	40
		2721	0	3	82
		2730	0	1	94
		2449	0	11	33
		2991	0	1	57
Dori Ayodhya 214		1459	0	2	63
		1369/3837	0	0	23
		3838	0	1	51
		1356	0	0	51
		1386	0	1	34
		1385	0	0	99
Narayanchak 238		931	0	3	64
		932	0	1	1
		936	0	0	28
		937	0	1	86
		938	0	10	52
		942	0	1	62
		944	0	8	50
		976	0	0	20
		977	0	2	14
		939	0	0	40
		920/1257	0	0	40

1	2	3	4	5	6
Gomokpota	237	1573	0	1	78
		717/1950	0	4	45
		718	0	4	5
		726	0	1	54
		727	0	2	43
		728	0	2	83
		720	0	8	90
		725	0	1	21
		725/1975	0	1	38
		1573	0	1	5
		1577	0	1	70
		1049	0	9	71
		944	0	0	4
		1574	0	2	2
		1576	0	1	42
		1569	0	1	21
		1570	0	2	23
		1571	0	2	2
		1567	0	0	12
		1521	0	4	25
		943	0	20	24
		1549	0	9	11
		1550	0	6	48
		1551	0	0	20
		1545	0	9	31
		1546	0	3	48
		1544	0	1	21
		1537	0	6	88
		1537/2020	0	3	24
		1538	0	0	4
		1572	0	0	61
		1632	0	0	40

1	2	3	4	5	6
Palshpai	156	2091/3447	0	0	40
Joyramchak	157	1849	0	32	38

[No. R.—31015/3/99-O.R.—]
S. CHANDRASEKHAR, Under Secy.

नई दिल्ली, 15 फरवरी, 1999

का.आ. 621.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में ऐसा करना आवश्यक है कि पश्चिमी बंगाल राज्य के हृल्दिया से बिहार राज्य के बरौनी तक अपरिष्कृत पेट्रोलियम के परिवहन के लिए इंडियन ऑयल कारपोरेशन लि० द्वारा पाइपलाईन बिछाई जाए।

और उक्त पाइपलाईन बिछाने के प्रयोजन के लिए अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है।

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप धारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति उस तारीख से जिसको, राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाईन बिछाने के सम्बन्ध में उनमें उपयोग के अधिकार का अर्जन करने सम्बन्धी लिखित रूप में आक्षेप मो० रबिउल कमाल, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, हृल्दिया-बरौनी अपरिष्कृत पेट्रोलियम पाइपलाईन परियोजना, पोस्ट-खजनचक, बासुदेवपुर, जिला मिदनापुर, पश्चिमी बंगाल को कर सकेगा।

अनुसूची

पुलिस थाना : खनकल		जिला : हुगली	राज्य : पश्चिमी बंगाल		
			क्षेत्र		
गाँव	अधिकारिता सूची संख्या	प्लॉट संख्या	हैक्टेयर	आरे	सेंटीआरे
1	2	3	4	5	6

कृष्णानगर	37	184	0	4	5
		160	0	8	90
		217	0	0	40
		218 / 696	0	0	20
		158	0	2	82
		156	0	4	25
		159	0	4	5
		161	0	11	33
		185	0	0	48
		155	0	2	2
		153	0	0	20
		691	0	3	64
चक भेदुआ	30	312	0	4	86

पुलिस थाना : आरामबाग

सतमासा	162	93	0	7	65
पीरीचपुर	143	601	0	5	18

[सं.-आर-31015/3/99-ओ. आर.-1]

एस. चन्द्रशेखर, अवर सचिव

New Delhi, 15th February, 1999

S.O. 621.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum (crude) from Haldia in the state of West Bengal to Barauni in the State of Bihar, a pipeline should be laid by Indian Oil Corporation Limited;

And, whereas, it appears that for the purpose of laying such pipeline it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri Md. Rabiul Kamal, Competent Authority, Indian Oil Corporation Limited, Haldia-Barauni Crude Pipeline Project, Post Office - Khanjanchak, Basudevpur, District-Midnapur (West Bengal).

Schedule

Police Station: Khanakul District: Hooghly State: West Bengal

Village	Jurisdiction List No.	Plot No.	Area		
			Hectares	Ares	Centiares

1	2	3	4	5	6
---	---	---	---	---	---

Krishnanagar	37	184	0	4	5
		160	0	8	90
		217	0	0	40
		218/696	0	0	20
		158	0	2	82
		156	0	4	25
		159	0	4	5
		161	0	11	33
		185	0	6	48
		155	0	2	2
		153	0	0	20
		691	0	3	64

Chakbhedua	30	312	0	4	86
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Police Station : Arambagh

Satmasa	162	83	0	7	65
Pirichpur	143	601	0	5	18

AWARD

नई दिल्ली, 1 फरवरी, 1999

This award has been made for adjudication of the following issue :

का.अ. 622—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यू इंडिया इन्श्योरेंस कंपनी के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-99 को प्राप्त हुआ था।

[सं. एल-17012/7/93-आई.आर. (बी.-2)डी-2(ए)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 1st February, 1999

S.O. 622.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of New India Insurance Co. and their workman, which was received by the Central Government on 25-1-1999.

[No. L-17012/7/93-IR(B-II)/DII(A)]
C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU
CHENNAI-104

Thursday, the 10th day of September, 1998
Thiru S. Ashok Kumar, M.Sc., B.L., Industrial Tribunal,
INDUSTRIAL DISPUTE NO. 86 OF 1993

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of New India Assurance Co. Ltd., Madras).

BETWEEN

Sri A. Sankaralingam,
So. Arumugam Pillai,
60, Thomas Street,
Perumalpuram,
Tirunelveli-7.

AND

The Divisional Manager,
New India Insurance Co.,
Trivandrum Road,
Tirunelveli-2.

REFERENCE :

Order No. L-17012/07/93/IR(B-II), Ministry of Labour, dated 27-8-1993, Govt. of India, New Delhi.

This dispute coming on for final hearing on Friday, the 21st day of August, 1998, upon perusing the reference, claim, counter statement and all other material papers on record, upon hearing the arguments of Thiru S. N. Ravichandran, Advocate appearing for the petitioner-workman and of Tvl. P. Sukumar, G.V. Udayakumar, & A. Thayaparan, Advocates appearing for the respondent management, and this dispute having stood over till this day for consideration, this Tribunal made the following
421 GI/99—18

"Whether the claim of Sri A. Sankaralingam that he was an employee of New India Assurance Co. Ltd., from 2-1-1986 to 15-3-1989 as a sweeper cum water carrier is correct. If so, whether the action of the management of New India Assurance Co. Ltd., in terminating his services w.e.f. 15-3-1989 is justified? What relief, if any, is Sri A. Sankaralingam entitled to?"

2. The main averments found in the claim statement filed by petitioner are as follows :

The petitioner joined in Divisional Office of the respondent as sweeper cum Water Carrier on 2-1-1986 and was drawing wages of Rs. 150 p.m. The petitioner was discharging his duties to the entire satisfaction of his superiors. There was no contract between petitioner and respondent, and the petitioner was an employee of the respondent. No licence was obtained by the respondent to engage petitioner on contract basis as per the provisions of Contract Labour Abolition Regulations Act, 1970. There was jural relationship of employer and employee between them. The petitioner is a worker as per the provisions of Industrial Disputes Act and the respondent is the management as per the provisions of I.D. Act. The petitioner has been requesting the respondent to regularise the job. The petitioner was directed by the respondent to submit an application in triplicate with three photos and medical certificate and respondent received the same. The petitioner's services were terminated on 15-3-1989 without giving any reasons by the respondent. The act of the respondent in terminating the services of the petitioner is illegal and violation of natural justice. Neither enquiry was conducted nor a charge sheet had been issued to the petitioner calling for to submit explanations. The action of the respondent is in utter violation of principles of natural justice, and unfair labour practice. The petitioner's work was satisfactory to his superiors. No warning or suspension in previous occasions were given to the petitioner by the respondent with regard to his work or any thing. The petitioner had sent several letters to the respondent through Legal Aid seeking reinstatement with back wages. The Manager Sri S. K. Mahapatra, of Head Office, New India Insurance Buildings, had sent a letter to Legal Aid Committee on 3-10-1991 vide proceedings Corpn. Pers. PA/KR/KGT, to the effect that they are ascertaining the fact from their Regional Office and shall look into the matter on receipt of the same. No other communication had ever been received by the petitioner from the respondent. The respondent never expressed his inability to take back the petitioner. The petitioner has sent letters to the respondent through legal aid seeking reinstatement with back wages. Except a letter dated 3-10-1991 from the Manager of the Head Office that they are ascertaining the fact, with the Regional Office no other letter or communication was received from the respondent by the petitioner. The petitioner filed application before Regional Labour Commissioner u/s. 2A of the I.D. Act, seeking reinstatement with backwages. The Assistant Labour Commissioner sent a failure report dated 8-1-1993. The contentions of the respondent dated 2-10-1992 before the Conciliation are all not correct. Petitioner prays to pass an award directing the respondent to reinstate him with back wages and continuity of service.

3. The main averments found in the counter statement filed by respondent are as follows :

The petitioner is not an employee under the respondent within the meaning of the I.D. Act. The claim petition is not maintainable either in law or on facts and is liable to be dismissed in limine on this ground alone. The petitioner was employed as Sweeper cum Water Carrier on adhoc basis only. It is denied that the petitioner was a regular employee of the respondent from 2-1-1986 to 15-3-1989 as sweeper cum Water Carrier. The petitioner was engaged on adhoc basis and worked intermittently. The petitioner is not entitled for permanent post. As the petitioner was employed on adhoc basis the petitioner cannot claim his period of work to be taken as continuous in order to invoke the provision of the I.D. Act, for regularisation. The respondent company

has to follow the rules and regulations and norms prescribed in the matter of employment in all cadres and the petitioner in the circumstances is not eligible for employment and no relief can be claimed before this Court. As per two judgements (LPA 836/88 Ram Lakhani Singh Vs. Presiding Officer, Labour Court, Chandigarh & Ors. (i) Special C.A. No. 2170/85 Patel Evelin Ranchhodhai Vs. Gujarat Ayurved University, Jamnagar). In case (i) it has been held inter-alia that I.D. Act, 1947 Pre. S.2(s)—Employees—Part time workers cannot be considered as employee within the meaning of the provision of the Act, Para (3). In the second judgement, it has been held inter-alia that if adhoc employees are made permanent by the orders of the Court merely on the ground that they have worked in the past for some time, then the entire rules to be easily by passed by the persons having authority to make appointment on adhoc basis. Respondent prays to dismiss the claim of the petitioner.

4. The petitioner has examined himself as WW1 and Ex. W-1 to W-5 have been marked on behalf of the petitioner. On behalf of the respondent A. S. Gunasekaran, Assistant Manager (Personnel) Department, of the respondent was examined as MW1 and Ex. M.1 has been marked.

The Point for consideration is: Whether A. Sankaralingam, was an employee of the respondent-management from 2-1-1986 to 15-3-1989 and whether the action of the respondent in terminating his services from 15-3-1989 is justified? To what relief if not Thiru Sankaralingam is entitled to?"

6. The Point: The petitioner has contended that he worked as Sweeper cum Water Carrier from 2-1-1986 to 15-3-1989 the date on which his services said to have been terminated and without any notice or enquiry against him, his termination is in violation of Sec. 25 of I.D. Act, and prays reinstatement in service with backwages. The contention of the respondent management is that the petitioner was employee as Sweeper-cum-Water Carrier on adhoc basis and only a part time worker and is not an employee under the respondent within the meaning of the I.D. Act, and the rules of the respondent cannot be by-passed by persons having authority to make appointment on adhoc basis. Petitioner's letter dated 30-5-1989 to the Head Office to regularise his appointment is Ex. W-1. The letter dated 3-10-1991 from the Head Office at Bombay of the respondent management to Secretary of Tirunelveli District Committee of Legal Aid is Ex. W-2. The petitioner's application u/s. 2A of the I.D. Act before the Labour Officer, Tirunelveli is Ex. W-3. The conciliation failure report dated 8-1-1993 is Ex. W-4. Petitioner's letter to the Secretary of Government of India, Ministry of Labour, dated 11-1-1993 is Ex. W-5. Though the petitioner in his evidence has deposed that in the office of the respondent management he was working as Water-carrier cum Sweeper and was also doing odd jobs like purchasing tea to the employees of the respondent and also brought the ledgers has not mentioned the same either in the claim statement or in his application u/s 2A of the I.D. Act or in his letter to the Head Office Ex. W-1. MW1, the Assistant Manager of the Personnel Department of the respondent has categorically stated that the petitioner-workman used to attend the office daily for about 1-1/2 hour in the morning as a temporary sweeper and water carrier, and before the starting of the office he will finish his work and go away. In the reply to the Labour Officer, Ex. M.1, it has been clearly stated that the workman was engaged at Tirunelveli office only as a part-time temporary Sweeper-cum-Water Carrier to work between 9.30 a.m. and 11.00 a.m. and that he will not fall under the definition of "workman" defined under Sec. 2(s) of the I.D. Act, and the workman was paid on the basis of the work done i.e. based upon the area of the office which he is to clean and quantity of water to be carried and that there is no fixed salary for him.

7. A Sweeper-cum-Water Carrier could have worked only for a limited hour. Normally such work is allotted before the starting of the office every day. A Sweeper-cum-Water Carrier could do his work in one or 1-1/2 hour daily in the morning before the starting of the office hours. After his work is over he is free to be employed elsewhere. Whether such a person should be regularised in service is a point to be decided in this case. Under normal course, an employee of a quasi Government Organisation like the Insurance Company could be recruited only through some procedure and

rules. The petitioner cannot be appointed by passing the rules and procedure. In 1989 LIC 1650 Ram Lakhani Singh Vs. The Presiding Officer, Labour Court, Chandigarh a Division Bench of the Hon'ble Punjab & Haryana High Court has held as follows:

"Wherein the learned single Judge considered that a part time worker will also be a workman" within the meaning of the Industrial Disputes Act. We are unable to agree with the learned counsel for the appellant that part-time workers could be considered as employees within the meaning of the provisions of the Act. May be, they are workmen in the strictest sense of S. 2(s) of the Act, but what is relevant is whether that could be considered as continuous employment under one employer. The word "part time" does imply that there is no prohibition for the worker to have employment in more than one place outside the part-time employment. It is not an exclusive employment under one employer. Literally, the work begins in the morning when he starts the work and ends by the time he finishes the work for that day. The appellant was employed as a part-time Mali for two hours a day. It is true that he was paid a consolidated sum of Rs. 73 per month. That makes no difference at all. Once a part-time employment is accepted and there is no restriction on him to seek employment under any other employer and legally he could get employment anywhere and work more number of hours and earn more money, he could not, he said to be in exclusive employment of an employer for the purpose of getting benefits under S. 25F of the Act. It is true that there is no evidence that the appellant was employee under any other employer during that period but we are not concerned with the factual question if really there was no legal bar to seek such employment. We have to understand part-time workers as not falling under the provisions of the Act."

The facts of the above cited case is almost similar to the facts of this case also. The petitioner workman was only employed for a limited hour in the morning to sweep the office and carry water to the office. After his part-time work is over, the workman is free to be employed elsewhere. He was paid only Rs. 150 p.m. which will confirm the nature of his part-time work. Therefore, as decided by the above cited case, Sec. 25F of the I.D. Act, 1947 is not violated in the case of the petitioner who had been appointed only on adhoc basis as a part-time sweeper-cum-water carrier. There is no merit in the claim of the petitioner and hence the same is dismissed. Award passed. No costs.

Dated, this the 10th day of September 1998.

S. ASHOK KUMAR, Industrial Tribunal.

WITNESSES EXAMINED

For Petitioner-workman:

W.W. 1 : Thiru A. Sankaralingam.

For Respondent-management:

M.W. 1 : Thiru A. S. Gunasekaran.

DOCUMENTS MARKED

For Petitioner/workman:

Ex. W-1/30-5-89 : Copy of the letter from the Petitioner to the respondent Head office (copy).

Ex. W-2/3-10-91 : Copy of the letter from respondent's head office to the Secretary, Tirunelveli Dt. Committee for legal Aid and Service (xerox copy).

Ex. W-3/29-5-92 : Petition filed by petitioner before the Labour Officer, Tirunelveli.

Ex. W-4/8-1-93 : Conciliation failure report (in duplicate) received by the petitioner (copy).

Ex. W-5/11-I-93 : Copy of the letter from the petitioner to the Secretary to Govt. of India, Ministry of Labour (copy).

For Respondent-Management :

Ex. M-1/22-10-92 : Letter by the respondent to the Asst. Labour Commissioner (C).

नई दिल्ली, 4 फरवरी, 1999

का.आ. 623—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसर्गण में, केन्द्रीय सरकार पंजाब एंड सिंध बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-99 को प्राप्त हुआ था।

[स. एल-12012/594/83 डी-2(ए)]

मी. गंगाधरन, ईस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 623.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab and Sind Bank and their workman, which was received by the Central Government on 2-2-99.

[No. I-12012/594/83-DII(A)]

C GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 46/89

In the matter of dispute between :

Shri Onkar Suran,
Represented by General Secretary,
Punjab and Sind Bank Staff Union (Delhi),
Punjab and Sind Bank,
E-6, Connaught Circus,
New Delhi-110001.

Versus

The Zonal Manager,
Punjab and Sind Bank,
Zonal Office, C-14/16,
Connaught Place,
New Delhi-110001.

APPEARANCES :

None for the parties.

AWARD

The Central Government in the Ministry of Labour vide its Order No. I-12012/594/83-D.2(A) dated 28-4- has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether the action of the management of Punjab and Sind Bank in terminating the services of Shri Onkar Suran and not considering him for further employment while recruiting fresh hands under Section 25-H of the I.D. Act is justified? If not, to what relief is the workman entitled?"

2. According to the statement of claim filed by the workman he was engaged as temporary peon in the year 1983 vide letter dated 28-12-83. He worked upto 19-12-86. He was engaged on different dates for different period. Persons were employed in that capacity by the management after his appointment and they were junior to him. They were, however, allowed to complete 240 days and were regularised but the workman was not allowed to complete 240 days because of discriminative attitude of the Management. Since he could not complete the required number of days and was not regularised he was also not considered for regular employment while recruitment of fresh hands was made by the Management. Hence this reference.

3. The Management in its written statement stated that since the workman had not completed 240 days in a block of 12 calendar months before the date of his alleged termination he had acquired no right to be regularised in the service. His appointment was on daily basis and there had been long practice in his temporary employment because he used to be engaged as and when there was any work for him. No illegality was committed by the Management.

4. The Management did not produce any evidence nor filed any affidavit and was proceeded against ex-parte. The workman, however, examined himself and also produced Shri H. S. Virk, WW2 in support of its ex-parte evidence.

5. I have heard representatives for the parties and have gone through the record.

6. I have gone through the written arguments filed by the workman representative and have also gone through the record of this case.

7. Though the Management has not led any evidence nor filed any oral or written arguments in this case nor filed affidavit but from perusal of the statement of claim filed by the workman himself, I am of the opinion that the fact that the workman had not completed 240 days in any calendar year is not disputed. It is also not disputed that the workman was engaged in some branch for some days and in some other branch for some other days. Ex. D-2 is the document dated 15-10-85 a letter of the Management produced by the workman himself addressed to the A.L.C. which shows that from 13-10-85 to 2-2-85 he was engaged for different dates in different months and years. A perusal of the documents would also show that there used to be break of few months in his engagement as he worked from 2-7-84 to 14-7-84 for 13 days but thereafter in the month of August and September he was not employed anywhere by the Bank and was engaged on 15-10-84. Similarly there are other breaks in his continuity of service and he has never completed 240 days. The provisions of Section 25-F of the I.D. Act are attracted only if he had completed 240 days of service in any calendar year. He was on casual employment on daily basis. He could have also claimed retrenchment compensation only if he had completed 240 days but he had actually worked for 178 days in all and this period was also spread over a period of more than two years. Keeping in view these circumstances I am of the opinion that there was no violation of any provision of the I.D. Act committed by the Management and the workman was, therefore, not entitled to any relief. Parties are, however, left to bear their own costs.

Dated : 15th January, 1999.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 4 फरवरी, 1999

का.आ. 624—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसर्गण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन में सबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-99 को प्राप्त हुआ था।

[स. एल-12012/527/87-डी-2(ए)]

मी. गंगाधरन, ईस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 624.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 2-2-99.

[No. L-12012/527/87-D.II(A)]

C. GANGADHARAN, Desk Officer.

ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESID-
ING OFFICER : CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL : NEW DELHI

I.D. No. 45/88

In the matter of dispute between :

Shri Dayal Singh Khetwal,
17th Amrit Shet Gill Marg,
New Delhi-110003.

VERSUS

The Management of Canara Bank,
through their Deputy General Manager,
Martial House, Hanuman Road,
New Delhi.

APPEARANCES : None for the workman.

Miss Valarmati for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/527/87-D.II(A) dated 2-3-85 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the demand of Sh. Dayal Singh Khetwal, Peon that his service has been illegally terminated by the Management of Canara Bank from 14-10-86 is justified? If not, to what relief the workman concerned is entitled?”

2. The workman in his statement of claim alleged that he was appointed as a Peon on probation for six months in Canara Bank vide appointment letter dated 14-1-86. In terms of the said letter he joined the branch on 18-1-86. On 28-7-86 he received a letter dated 19-7-86 from the Divisional Manager Dehradun South Circle by which the period of his probation was extended by another 3 months. The charges levelled against him for extension of his probation period were totally baseless motivated and after thought story and the workman had never given any complaint because of his work and conduct. Though the workman was appointed as Peon in terms of the appointment letter but was entrusted with the additional duties of watchman and subsequently started utilising his services as Armed Guard was issued by the Management. His work and conduct should have been watched as a Peon and not Armed Guard because he was never appointed as such. After the expiry of the extended period of probation the Deputy General Manager of the bank issued another letter terminating the

services of the workman on 14-10-86. This act of the Management was illegal and his services could not have been terminated as Armed Guard because he was appointed as Peon and his probationary period as Peon only was to be judged. In the statement of claim he has taken up many grounds while challenging his termination.

3. The Management in its written statement on the other hand alleged that the appointment of the workman was as Peon-cum-Armed Guard and his work and conduct was not found satisfactory and for that reason his probation period was extended by three months. During the extended period also his work was not found satisfactory and on receipt of the report to this effect his services were terminated. There was no illegality committed by the management in terminating his services during the probation period as his work and conduct was not found satisfactory by the authorities.

4. The Management in support of its case examined Shri B. Chander Shekhar M-1 while the workman himself appeared as WW1 in support of his case.

5. I have heard the representatives for the parties and have gone through the record.

6. The main contention of the workman representative in this case was regarding his appointment. He has alleged that his appointment was made as Peon and not as an Armed Guard, so his work and conduct as Armed Guard was not to be the subject of the extension of his probation. His duties as Peon only were to be observed by the management and if there was anything wrong in his duties as Peon only then his period could be extended. The workman representative in support of his contention has referred to a judgment of the Hon'ble Supreme Court in Radhakant Jha Vs. Chief Commissioner (1987 11 Current Labour Report-35). The Hon'ble Supreme Court held in this case as follows :—

“He was selected for appointment and was appointed as Instructor. At no time there was any question of his having been sent out on deputation. While he was holding the post of Instructor, he was appointed as Extension Officer. He was found unsuitable to hold the post. If he was found unsuitable for that post, the proper thing to do was to revert him to the post which he was holding before he was appointed as an Extension Officer, that is, to the post of Instructor. Instead of that, his services were straightway terminated. We think that it was right that the services of the appellant should have been terminated in that fashion. He was entitled to be reverted to the post which he was previously holding. In that view, the order of termination of the services of the appellant is quashed.”

The workman representative in this regard has referred to the appointment letter issued to the workman dated 14-1-86 in which he has been employed as a probationary peon. The workman representative has also referred to the statement of the management witness but has stated in his cross-examination that in the appointment letter he was appointed

as Peon and not Peon-cum-Armed Guard. The workman representative has also urged that the termination of the workman was not a termination simpliciter but was for grounds of unsatisfactory work during his probation which carries a stigma on his conduct and his continuity on his alleged acts of misconduct and such termination would be punitive and cannot be made without holding an enquiry against him. He should have been given opportunity to defend himself at such enquiry as provided to a regular workman according to Bipartite settlements and awards. There was thus non-compliance of section 25-F of the I.D. Act.

7. The representative for the management on the other hand has urged that the extension of the probation of the workman was according to rules and there was no stigma on him while terminating his service. He was only supplied with the information extending his probation so that he could show his improvement in his work and conduct. The extension of probation was within the period of probation and no illegality was committed by the management. He has also alleged that he was appointed as Peon-cum-Armed Guard and not only as Peon and he himself had been addressing in his letters to the management as a Peon-cum-Armed Guard and not as Peon alone. He has also brought to my notice a letter written by the workman dated 23-10-86 in which he has designated himself as Watchman and Peon of the Bhogal Branch.

8. After having gone through the points urged before me by the representatives for the parties and the evidence on record, I would like to refer to the earlier communication between the parties. The first letter on record is dated 3-1-86. The correctness of this letter has been duly admitted by the workman representative and in token thereof he has noted the work admitted and signed the same which has been marked as MW12. In this letter the offer was sent to the workman for appointment and the subject of this letter is regarding his application for the post of Armed Guard-cum-Peon for the Bank. He was informed by this letter to report for interview on or before 15-1-86. This was an intimation to the workman in response to his request in his application for appointment. The workman being an ex-serviceman had applied for the post of Armed Guard-cum-Peon in the bank and he was selected for the same and an appointment letter was issued to him thereafter on 14-1-86 in response to his application dated 12-12-85. In the appointment letter dated 14-1-86 the word Peon only is recorded and the subsequent document relating to his report as probationer for the month of March, 86 he was again recorded as Armed Guard-cum-Peon. The workman himself stated in his statement of claim that he was entrusted with the duties of Armed Guard also in addition to his duties as Peon and in the entire record of the management he had been recorded as Peon-cum-Armed Guard or Armed Guard-cum-Peon. The workman, therefore, in my opinion based on the documents of the parties had applied for the post of Peon-cum-Armed Guard and was selected for the same and was entrusted both the duties. The workman in his statement of claim has also admitted that he was entrusted with the additional duties of Watchman and subsequently the Management started utilising his services as Armed Guard

on the ground that he was ex-serviceman. The question that he was appointed only as a Peon was not relevant for this purpose. The authority of the Hon'ble Supreme Court referred by the workman representative in his written arguments and referred above relates to the change of duties of an instructor to that of Extension Officer but that authority was in no way on all force of this case. The said instructor was not on probation nor was his probation period extended. In the present case the position was entirely different. The workman concerned applied for the post of Peon-cum-Armed Guard and was selected as such and was performing his duties with the management in that capacity. His probation period was extended within the stipulated period for which the Management was fully competent. Moreover, during the probation period his work and conduct was not found satisfactory so his services were dispensed with by the Management. There seems to be no violation of any provisions of Section 25-F of the I.D. Act by the Management. There was nothing on record that would require the appointment of enquiry officer allowing of regular enquiry before his termination, for his work and conduct by the Management. I am, therefore, of the opinion that there is no force in the contention of the representative of the workman and the action of the management was fully justified and according to settled principles of law and natural justice. Parties are, however, left to bear their own costs.

Dt. 1st February, 1999.

GANPATI SHARMA, Presiding Officer.

नई दिल्ली, 4 फरवरी, 1999

का.आ. 625.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण मद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-2-99 को प्राप्त हुआ था।

[सं. एन-12012/439/92-आई और (बी-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 625.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Madras as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Dena Bank and their workmen, which was received by the Central Government on 4-2-99.

[No. L-12012/439/92-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,
TAMIL NADU, CHENNAI-104.

Tuesday, the 29th day of September, 1998

PRESENT :

THIRU S. ASHOK KUMOR, M.Sc., B.L.,
INDUSTRIAL TRIBUNAL

INDUSTRIAL DISPUTE NO. 35 OF 1993

(In the matter of the dispute for adjudication under Section 10(1)(d) of the I.D. Act, 1947 between the Workman and the Management of Dena Bank, Madras-34).

BETWEEN :

The workman represented by :

The General Secretary, Dena Bank Employees Union, 80-81, Broadway, Madras-600 108.

And

The Regional Manager, Dena Bank, 103, Nungambakkam High Road, Hotel Ganpat Building, Madras-600 034.

REFERENCE :

Order No. L-12012/439/92-IR(B-II), Ministry of Labour, Govt. of India, New Delhi, dated 12-4-93.

This dispute coming on for final hearing on Wednesday, the 2nd day of September, 1998, upon perusing the reference, claim counter statements and all other material papers on record, upon hearing the arguments of Tvl. K. Chandru and D. Bharathy, Advocates appearing for the petitioner union and of Tvl. S. Sampath Kumar & K. R. Murali, Advocate appearing for the respondent management, and this dispute having stood over till this day for consideration, this Tribunal made the following :

AWARD

This reference has been made for adjudication of the following issue :

“Whether the claim of Dena Bank Employees’ Union Madras that Shri S. V. Kannan, Part-time Sweeper is entitled to be appointed as full time sub-staff with effect from 1-2-1977 is justified? If so, what relief Shri Kannan is entitled to?”

2. The main averments found in the claim statement filed by the petitioner-union are as follows :

Shri S. V. Kannan was working as a Part-time cleaner cleaning the premises at the Madurai branch of the respondent bank since 3-5-75. The workman had studied upto V Standard and 38 years old. At the time of recruitment, he possessed the necessary qualification in accordance with the recruitment norms prescribed for part-time cleaners/Full time sub-staff. The recruitment norms was changed by the respondent bank on 1-12-83 stipulating the minimum qualification as VII standard pass in case of general category and IV standard in case of SC/ST category. Until 1983, the recruitment norms for part-time employees and full time sub-staff were one and the same. In the Bipartite Settlement, dated 19-10-66 in para 20.6, it is stated that “subject to the Bank’s recruitment Rules, if any part-time employees will be given preference for filling up the

full time vacancies, otherwise things being equal.” Though the workman Kannan conformed to the Bank’s rules till 1983, he was not at all offered the post of full time sub-staff. During the period from 1975 till December 1983, many candidates were recruited by bank through direct recruitment as full time sub-staff. Thus, the provisions of the Bipartite Settlement were violated by the respondent bank, by not converting the post held by Shri S. V. Kannan as a full-time staff. When the said workman applied for conversion as full time staff, his representations were not entertained. Therefore, the cause was taken up by the petitioner union and dispute was raised before the Asst. Labour Commissioner (Central) vide letter dated 22-3-91. Remarks of the respondent bank were submitted on 1-7-91 and petitioner union filed a rejoinder dated 7-11-92. As conciliation ended in failure, failure report was sent to Govt. of India, on 3-12-92. The action of the respondent bank in not converting the post held by Shri S. V. Kannan as a full time sub-staff is wholly illegal and unjust. The action of the respondent bank is arbitrary and violative of Article 16 of the Constitution. Even though the Bipartite Settlement provides for giving preference for filling up the full time vacancies with part-time staff especially when Kannan was fully qualified before the new recruitment norms were prescribed, the inaction on the part of the management bank totally unjustified. The respondent bank ought not have gone for direct recruitment especially when Shri Kannan fulfilled the recruitment norms available for appointing him as a full time staff. The understanding that was reached between the All India Dena Bank Employees Co-ordination Committee with the respondent bank was to relax the recruitment norms for the pre-1977 recruits and this understanding was reached as early as March 1992. Even according to this, the part-time employees who have been recruited well before 1977 can be appointed as full time staff provided they possessed a pass in IV Standard at the time of their initial recruitment. On 25-9-92, a settlement has been signed to the said effect. The petitioner prays to pass an award holding that the action of the respondent in not converting the post of Shri S. V. Kannan as full time sub-staff w.e.f. 1-2-77 as not justified and to direct the respondent bank to reckon the service of said Kannan as Full time sub-staff w.e.f. 1-2-77 and pay arrears of pay and allowances with interest at 12 per cent p.a.

3. The main averments found in the counter statement filed by the respondent are as follows :

It is a fact that the petitioner is employed as Part time cleaner since 1975. The minimum qualification for full time cleaner/sub-staff was fixed as pass in VII Standard for general category as per Bank’s recruitment Rules/Norms conveyed vide circular No. EST/R/2016/77 dated 8-12-77. Accordingly though he was initially engaged for cleaning duty etc. and paid only a lumpsum amount, he was subsequently regularised as a part time cleaner on 1/2 scale wages w.e.f. 3-5-1975 vide Regularisation Advice No. EVJ/1719/77 dated 21-12-77. It is not correct to state that upto 1983 the recruitment norms for part time employees and full time employees were same. The petitioner did not have the required minimum qualification for full time appointment as per then existing Bank Rules and was informed the same. The

workman was promoted to 3/4 scale wages w.e.f. 1-4-83. He was rendered appropriate appointment promotion as per norms. The Bipartite Settlement dated 19-10-66 did contain a clause as has been stated by the petitioner but the wordings of the clause are very clear and unambiguous. It states, "Subject to Bank's Recruitment Rules" If any, Part time employees will be given preference for filling up full time vacancies, other things being equal." The same is stated in para 18(4) of the Bipartite Settlement. As the petitioner did not possess the required qualification of VII Std. pass as prescribed by the Bank's Recruitment Rules, he could not be given preference when the bank considered such cases in the past. The petitioner has vaguely stated that the bank has recruited employees for the post of a full time subordinate staff from 1975. It is for the petitioner to prove how the bank has violated any of the settlement. Petitioner has not made out a case as how and in what manner the bank has violated the terms of settlement. It is a fact that a settlement was reached between the union and the bank on 25-9-1992. As per the Settlement the petitioner is entitled for promotion as full time sub-staff. But the promotion is not automatic. The relevant clause of the settlement reads as "As and when a new vacancy of fulltime sub-staff is identified in a branch office and approved by HO or a vacancy has arisen due to resignation/termination/promotion and approved by HQ., the vacancy will be notified and applications will be invited from willing eligible part time employees drawing scale wages of 1|3, 1|2, 3|4, in the region/State whichever is smaller and the vacancy will be filled up by posting the part-time employees who is senior most amongst the applicants, as per date of joining irrespective of scale of wages, he would be drawing." As per the above clause, the petitioner can be promoted only when there is a notified vacancy for the post of full time sub-staff and the vacancy should be in Madurai (where the petitioner is employed). Until and otherwise a situation arises confirming the above conditions, the respondent bank cannot be held responsible. The petitioner has not made out a case to show that the Bank has promoted somebody in his place as per the above, mentioned settlement in force. Respondent prays to dismiss the petition.

4. On behalf of the petitioner union Thiru P. Krishnan, General Secretary of the petitioner-union has been examined as WW1 and Ex. W-1 to W-16 have been marked. On behalf of the respondent management, no witness was examined and no document has been marked.

5. The point for consideration is : "Whether the claim of the petitioner union that Thiru S. V. Kannan, Part-time Sweeper is entitled to be appointed as Full time sub-staff w.e.f. 1-2-77 is justified? If so, to what relief is Shri Kannan entitled?"

6. The Point : Thiru S. V. Kannan, was employed as Part Time Cleaner in the respondent bank's branch on 3-5-75 and his services were regularised as per Order Ex. W-1 dated 21-2-77. From 30-3-83 as per Memorandum Ex. W-3, the working hours of Thiru Kannan was increased from 18 hours per week to 29 hours per week and he was paid 3/4

scale of pay w.e.f. 1-4-83. On 31-3-84, the petitioner submitted Ex. W-4 application praying to appoint him as full time cleaner-cum-sepoy. On 13-1-86, the petitioner sent a letter Ex. W-5 declaring his willingness to work in any branch in Tamil Nadu if he was made as Full time Cleaner-cum-sepoy. On 3-12-87, the Branch Manager of Madurai sent Ex. W-6 to the Regional Manager requesting permission to allow the part-time Cleaner boy Kannan to work full time till one substitute is posted to that branch. On 8-1-88 the respondent's Regional Manager informed Thiru Kannan that since he was not conforming the eligibility criteria as prescribed in Head Officer circular dated 1-12-83 i.e. criteria of minimum qualification of VII Std. at the time of joining bank, his application for the purpose of converting him as full time sub-staff was not considered. On 16-8-89, Thiru Kannan sent another letter Ex. W-8 to the respondent's Regional Manager requesting to consider him for appointment as Full time sub-staff as a special case. On 23-3-91, the petitioner sent Ex. W-10 letter to the Regional Labour Commissioner raising the dispute and demanding Thiru Kannan to be converted as Full time sub-staff w.e.f. February 1977. The respondent's reply to the Assistant Labour Commissioner regarding the demand of the petitioner union is Ex. W-11 wherein it has been mentioned that if Sri Kannan obtains requisite qualification i.e. VIII standard pass he will be regularised in the services of the bank at a prospective date subject to the availability of the vacancy and if he is otherwise found suitable. On 3rd and 4th March, 1992, there was a discussion between the All India Dena Bank Employees Coordination Committee and Chairman & Managing Director of the Management at Bombay and according to the minutes recorded during the said meeting, the minimum qualification of part-time sub-staff was discussed and recorded in para 21 as follows :

"DGM(P) stated that since Part time sub-staff would be eligible for conversion to full time sub-staff they should be conforming to the qualification prescribed for recruitment of sub-staff i.e. minimum 7th std. for general category and 4th for SC/ST. He also stated that the subordinate should be able to read and write do that they can do their duties properly. AIDBC stated that the minimum standard of educational qualification for sub-staff recruitment were prescribed in 1977 before which no specific norm was there. It was further stated by them that no minimum qualification should be prescribed for pre-1977 entrants for conversion to full time staff. DGM again stated that for general category the minimum qualification is 7th std. and for SC/ST candidates the same is 4th std. For conversion to full time sub-staff they should have minimum qualification as they would be required to perform duties like filing of papers etc. He further stated though the prescribed minimum qualification as per the present norms are required to be followed but taking into view the pre 1977 position a minimum qualification of 4th std. as applicable for SC/ST candidates, can be

fixed as eligibility for pre 1977 recruits of part time staff for conversion to full time staff."

The said minutes are Ex. W-12. On 25-9-92, a memorandum of settlement was signed u/s 2(p) of the I.D. Act, between Dena Bank and All India Dena Bank Employees Coordination Committee and the management regarding norms governing conversion of part-time employees in subordinate cadre. According to Clause 3 of the Settlement, the eligibility criteria regarding educational qualification was agreed as follows :

"To be eligible for conversion into full-time subordinate the part-time employees should be conforming to norms of recruitment in respect of age, educational qualification, etc. at the time of initial entry into part-time employment. For part-time employees drawing scale-wages recruited prior to 1977, their eligibility regarding qualification, age may be the one applicable to SC|ST candidates stipulated for recruitment after 1977. However, after conversion the end vacancy may be filled up from approved panel duly constituted. While effecting conversion Government guidelines regarding conversion of sweepers etc. will be followed."

The said settlement is Ex. W-14. On 7-12-92 petitioner union sent Ex. W13 letter to the Assistant Commissioner of Labour, Madras demanding conversion of Thiru S. V. Kannan as a full time sub-staff with retrospective effect from 1975. The circular issued by the respondent bank Ex. W-15 on 9-11-92 based on the settlement dated 25-9-92 regarding norms governing conversion of part-time employees in subordinate cadre. On 3-12-92, the Assistant Labour Commissioner (Central) Madras sent a conciliation failure report wherein the Assistant Labour Commissioner has mentioned as follows :

"The management contended that as Shri S. V. Kannan was not fulfilling the educational qualification prescribed for the post of full time sub-staff i.e. VII standard, he was not converted as the full time sub-staff. However, he was given 3/4 scale of wage in 1983 itself.

Now the management has signed a settlement with the Union regarding relaxation of educational qualification for pre 1977 entrants in the category of part-time sweeper. As per that settlement Shri S. V. Kannan is fulfilling the educational qualification but as and when the vacancy in the full time sub-staff category is identified by the management, Shri S. V. Kannan will be considered for appointment to that post after getting necessary approval to fill up the vacancy from the Head office.

In view of this the management expressed their inability to concede to the demand of the

union for conversion as full time sub-staff with effect from February, 1977. As the parties were having divergent views, no settlement could be reached."

The bank's letter dated 8-12-77 regarding procedure for recruitment of sub-staff is Ex. W-2.

6. The contention of the petitioner is that Thiru S. V. Kannan had studied V Standard and as per the settlement Ex. W-14, he is entitled to be converted as Full time sub-staff with retrospective effect from the dt. of his appointment i.e. 3-5-75. The contention of the respondent management is that the educational qualification of Thiru Kannan was not a pass of VII Standard as per the existing rules till 1992, when Ex. W14 settlement was entered into whereby minimum educational qualification was modified as one of pass of IV standard as one applicable to SC|ST candidates stipulated for recruitment after 1977 and therefore only after 1992 against the notified vacancy Thiru Kannan can be considered for appointment on full time basis.

7. According to annexure to Ex. W-5, and Ex. W-5 application sent by S. V. Kannan, he has pass-V Standard. According to the circular Ex. W-2 dated 8-12-77, the norms for recruitment of staff in the subordinate cadre, the general educational qualification should be not less than VII Standard pass and not above IX Standard pass. Therefore, Thiru S. V. Kannan who has not studied above V standard does not have the necessary educational qualification for appointment as a sub-staff in the cadre of full time cleaner-dum-sepoy. The Head office circular dated 1-12-83 mentioned Ex. W-7 letter of the respondent bank to Thiru Kannan has not been produced before this Tribunal by both parties and therefore, this Tribunal is not able to understand the eligibility criteria as prescribed in the above circular. However, a meeting has been held at Bombay on 3rd and 4th March, 1992 for discussion regarding regularisation of appointment of sub-staff etc. and the minutes of meeting is Ex. W-12. In para 21 of the said minutes it has been recorded as follows :

"DGM(P) stated that since part time sub-staff would be eligible for conversion to full time sub-staff they should be conforming to the qualification prescribed for recruitment of sub-staff i.e. minimum 7th standard, for general category and 4th std. for SC|ST. He also stated that the subordinate should be able to read and write so that they can do their duties properly. AIDBC stated that the minimum standard of educational qualification for sub-staff recruitment were prescribed in 1977 before which no specific norms were there. It was further stated by them that no minimum qualification should be prescribed for pre 1977 entrants for conversion to full time staff. DGM again stated that for general category the minimum qualification is 7th Std. and for SC|ST candidates the same is 4th std. for conversion to Full time sub-staff they should have minimum qualification as they would be required to perform

duties like filing of papers etc. He further stated though the prescribed minimum qualifications as per the present norms are required to be followed but taking into view the pre 1977 position, a minimum qualification of 4th std. as applicable for SC/ST candidates, can be fixed as eligibility for pre 1977 recruits as Part Time staff for conversion to full time staff.

Thus, it has been decided that the minimum qualification of 4th standard is applicable for SC/ST candidates can be fixed for pre 1977 recruits of Part Time Sweepers for conversion into Full Time sweepers. The above said understanding has been included as a clause in the settlement. Ex. W-14 dated 25-9-92 wherein it was agreed that for part-time employees drawing scale/wages recruited pre 1977, eligibility regarding qualification may be the one applicable to SC/ST candidates stipulated for recruits of pre 1977. Therefore, it is clear that the educational qualification of a part-time employee who was employed prior to 1977 was reduced to IV standard only w.e.f. 25-9-92. Therefore, Thiru Kannan is entitled to be converted as full time employee only after Ex. W-14 settlement dated 25-9-92 by which the educational qualification was relaxed. The conciliation failure report will show that as per this settlement Thiru S. V. Kannan has fulfilled the educational qualification and the management has also agreed that as and when vacancy in the full time sub-staff category identified by the management, Thiru S. V. Kannan will be appointed in the post after necessary approval to fill up the vacancy from the head office. Therefore, there is no justification in the demand of the petitioner-union for the conversion of Th. S. V. Kannan as a full time sub-staff w.e.f. February 1977. Thiru S. V. Kannan is entitled to be converted as a full time sub-staff w.e.f. 25-9-92 the date on which Ex. W-14 settlement was entered into and should have been considered for any vacancy in the full time sub-staff category that arose thereafter subject to his seniority. Both parties have not let in any evidence to show when vacancy in the full time sub-staff category arose after the above mentioned settlement, and also the seniority position of Th. S. V. Kannan when compared with similarly placed part time employees. Th. S. V. Kannan has already sent his willingness in Ex. W-5 letter to work in any branch in Tamilnadu if he was made as full time Cleaner-cum-Sepoy. The respondent management is directed to appoint Thiru S. V. Kannan as full time sub-staff in any of the branches in Tamilnadu where vacancy has arisen subject to his seniority. Award passed. No costs.

Dated, this the 29th day of September, 1998

S. ASHOK KUMAR, Industrial Tribunal

WITNESSES EXAMINED

For petitioner-union

W.W.1 : Th. P. Krishnan.

For Respondent-management : Nil.

DOCUMENTS MARKED

For Petitioner-union :

W-1|21-2-77 : Order of respondent regularising the services of Mr. S. V. Kannan as part-time cleaner (xerox copy).

W-2|8-12-77 : Bank's procedure regarding recruitment of sub-staff (xerox).

W-3|30-3-83 : Order of the respondent putting Mr. S. V. Kannan in 3|4th scale (xerox).

W-4|31-3-84 : Letter by S. V. Kannan, requesting to make him as full time Cleaner-sepy. (xerox).

W-5|13-1-86 : Application & willingness letter submitted by Mr. S. V. Kannan to serve anywhere in Tamil Nadu as full-time Cleaner-sepy (xerox).

W-6 : Branch Manager's letter recommending for the absorption of Mr. Kannan as full time cleaner-sepy (xerox).

W-7|8-1-88 : Order of the respondent rejecting the request of Mr. Kannan to convert him as a full-time sub-staff (xerox)

W-8|16-8-89 : Application by Mr. Kannan to convert him as sub-staff (xerox).

W-9|29-3-90 : Seniority list of sub-staff in Madras centre (xerox).

W-10|23-1-91 : Application made by the petitioner union to the Labour Commissioner (xerox).

W-11|1-7-91 : Reply filed by the management (xerox).

W-12|4-3-92 : Minutes of Discussion (xerox).

W-13|7-11-92 : Letter by the petitioner union to the Labour Commissioner (xerox).

W-14|25-9-92 : Settlement between the Petitioner union and the management (xerox copy).

W-15|9-11-92 : Bank's circular regarding the settlement dated 25-9-92 (xerox).

W-16|3-12-92 : Failure report (xerox).

For Respondent-Management : None.

नई दिल्ली, 4 फरवरी, 1999

का.आ. 626.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण बेंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-99 को प्राप्त हुआ था।

[सं. एल-12012/403/92-आई आर (बी-II)]

मी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 626.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dis-

pute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 3-2-99.

[No. I-12012/403/92-IR(B-II)]
C. GANGADHARAN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE

Dated 13th January, 1999

PRESENT :

Justice R. Ramakrishna, Presiding Officer.
C.R. No. 31/1993

I Party :

The General Secretary, Bank of Baroda Emp. Union P. B. No. 2, K. G. Road, Bangalore-560009.

II Party :

The Regional Manager, Bank of Baroda No. 2, K. G. Road, Bangalore-560009.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/403/92-IR (B,II) dated 12-4-93 for adjudication on the following schedule.

SCHEDULE

"Whether the management of Bank of Baroda is justified in imposing punishment of stoppage of four increments with cumulative effect in respect of Shri L. G. Byndoor, an Agricultural Asst.? If not, to what relief he is entitled?"

2. The General Secretary of Bank of Baroda Employees' Union espoused the cause of workman. The case was registered in the year 1993 after the receipt of the reference dated 16-4-1993. The first party filed his claim statement stating that he was working as an agricultural assistant and issued with charge sheet dated 15-2-90. The enquiry officer gave a finding that out of 7 charges 3 charges were proved. The competent authority after giving a S.C.N. imposed the punishment of stopping 4 increments with cumulative effect. Initially the first party questioned the validity of domestic enquiry, as according to him it is not fair and proper. He has further stated that he was innocent of the charges and not committed any offence.

3. The second party in their counter statement have stated that the first party was found indulged in obtaining money from prospective borrowers to consider their loan applications, misused the office motorcycle, misbehaved with customers, misused a cycle loan, misutilised personal loan sanctioned to him, made a false LFC claim for re-imbursement and indulged in borrowing the money from Canara Bank, jointly with one Shri Nagaraj and failed to repay the

same. Thereafter some charges have been proved and the punishment was imposed on the workman.

4. Since a preliminary issue was framed to decide the validity of domestic enquiry vide order dated 18-2-94, the second party examined enquiry officer as MW-1. Through this witness the connected enquiry papers, Ex. M-1 to Ex. M-7 was got marked. This witness gave in detail the mode of enquiry conducted by him and the opportunities given to the workman and the workman having availed all the facilities in the enquiry. The enquiry file was placed before the court and the relevant documents were marked as exhibits.

5. This witness was not cross examined on the date of the evidence or subsequently. The workman remained absent from 1994. A notice under RPAD was issued and the same was duly served as per the acknowledgement. But the first party not appeared. The second party who have received the notice also not appeared. Since the evidence given on oath by MW-1 on the question of validity of domestic enquiry the same shall be held in the favour of the management. If the domestic enquiry found fair and proper, it is for the first party to show any mitigating circumstances to interfere with the finding and consequent punishment. Since the first party or his advocate not appeared inspite of the notice being served to him, the proper conclusion would be that the action of the management was within the 4 corners of rules.

6. Therefore I am compelled to hold that on the proved misconduct the management was justified in imposing the punishment of stoppage of 4 increments with cumulative effect. Reference is ordered accordingly.

(Dictated to the stenographer, transcribed by her, corrected and signed by me on 13th January, 1999.)

JUSTICE R. RAMAKRISHNA, Presiding Officer.

नई दिल्ली, 4 फरवरी, 1999

का.अ. 627.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसर्गण में केन्द्रीय सरकार विजया बैंक के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-99 को प्राप्त हुआ था।

[सं. एन-12012/382/89-डी-II(ए)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 627.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 2-2-99.

[No. L-12012/382/89/DII(A)]
C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 126/89

In the matter of dispute between :

Smt. Rita Kapoor w/o Shri Ramakant Kapoor,
Code No. 11265, through Regional Secretary,
Vijaya Bank Workers Organisation (Regd),
No. 229/C/A-Apartments, Ch. Balbir Singh,
Paschim Vihar, New Delhi-110026.

Versus

Zonal Manager,
Vijaya Bank,
Palika Kendra,
Sansad Marg,
New Delhi-110001.

APPEARANCES :

None for the parties.

AWARD

The Central Government in the Ministry of Labour vide its Order No. 1-12012/382/89-D.2(A) dated nil has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether the action of the management of Vijaya Bank in awarding the punishment of stoppage of one increment temporarily for the period of 6 months, one increment permanently which will have the affect of postponing her future increments to Smt. Rita Kapoor vide their order dated 26-7-88 was justified. If not, to what relief the workman is entitled."

2. The brief facts of the case as detailed in the statement of claim are that the workman proceeded on privilege leave from 25-2-85 to 23-3-85. On the expiry of leave she has stated that due to sickness she applied for extension of the leave on medical grounds and submitted applications for leave duly supported by medical certificates dated 26-3-85 from Dr. Rajni V. Shah practicing at Talod. She was asked by the management to get herself medically examined from the doctor of the bank's choice otherwise she would be treated on unauthorised leave, vide application dated 4-6-85 for 20 to 25 days. The Management vide letter dated 13-6-85 advised her to get herself medically examined from government doctor. She got herself medically examined at the Civil Hospital and sent the certificate vide application dated 26-6-85 and 28-7-85. He was again advised by the bank to appear before Dr. Kirat M. Shah Ahmedabad, where she went on 4-7-85 and was prescribed some medicines by the doctor. His opinion recorded on the certificate was forwarded by the workman to the management. The problem found by him was regarding gynaecologist opinion. She was advised by the bank to appear before a Gynaecologist Dr. Jyotban A. Parikh, Ahmedabad where she reported on 5-2-86 and was prescribed some medicines by her. She was again advised to report on 19-2-86. The bank without waiting for the final opinion of the doctor asked the workman to move to Delhi for treatment and to show cause why the leave should not be treated as unauthorised. The correspondence took place between the management and bank regarding treatment and reporting for duty and ultimately the workman reported for duty on 22-4-87. She had, however, come to Delhi on 22-11-86 as per her own assertion in the statement of claim. The Management was not satisfied with her explanation for not reporting for duty and issued her a charge sheet dated 11-9-87 regarding disobedience of lawful and reasonable orders avoiding duty and remaining absent on false ground and not complying with the leave rules of the bank. Shri K. Venkappa Raj was appointed as Enquiry Officer who fixed 1st March, 1988 as the date of enquiry at Karol Bagh Branch which was attended by the workman.

She asked for some copies of the documents and the enquiry was adjourned till 3rd March, 1988. The workman was asked to complete the documents at 5 P.M. on 1st March, 1988 from the Zonal Office of the bank. The workman fell sick in the afternoon of 2nd March, 1988 and proceeded on short leave at about 4 P.M. Immediately thereafter she got herself checked up from Dr. Brig. K. C. Chopra and who advised rest for 3-4 days. She also expressed her inability to appear on 3-3-88 the Enquiry Officer adjourned the enquiry to 5th March and the enquiry officer on 3-3-88 decided on his own. The examination of the workman by a doctor of the bank's choice and nominated one Dr. Neeru Prasad, Gynaecologist to examine her on 3-3-98 between 4 and 6 P.M. Dr. Neeru accompanied by two representatives of the enquiry officer suddenly landed at the residence of the workman at about 5.30 PM with orders duly signed by the Enquiry Officer. The said doctor gave a certificate that there was no need for bed rest and enquiry officer then proceeded ex-parte against the workman. He recorded the examination of the bank witness on that day and concluded the enquiry. He mailed the proceedings to the workman on that date which was received by the workman on 12-3-88. She submitted some objections to the proceedings on 19-3-98. The Disciplinary Authority gave the second show cause notice regarding the punishment to be awarded on 24-6-88 which was received by the workman on 29-6-88. She submitted her objections to the proposed punishment on 2-7-88. The Management imposed punishment of stoppage of one increment for a period of six months and one increment permanently for the charges levelled against her. The workman filed appeal which was not allowed.

3. The workman has challenged that the enquiry conducted against her by the enquiry officer was not in accordance with the principle of natural justice. She was not given proper opportunity to defend herself and no notice of proceeding ex-parte was given to the workman. The normal procedure was not followed by the Enquiry Officer which gave advantage to the management nor did he applied his mind on facts and evidence on the record. She has thus alleged that the enquiry was vitiated and the punishment imposed upon her was highly excessive and deserve to be quashed.

4. The Management on the other hand has alleged that the workman had been trying to evade the resumption of duties at Delhi because her husband had been posted at Talod where she has joined him and she did not return till her husband managed to get himself transferred to Delhi. The allegations regarding the enquiry being unfair were not proved and the Enquiry Officer had given full opportunity to the workman to present her case.

5. The workman and the management examined Shri V. Athi Moorthi, MW1 on its behalf while the workman herself appeared as WW1 in support of her case.

6. I have heard representatives for the parties and gone through the record as well as written arguments.

7. A perusal of the enquiry proceedings show that there was no such act on the part of the Enquiry Officer which were treated as violative of principles of natural justice in this case. Charge sheet was supplied to the workman. She was allowed to cross-examine the witness after the documents asked for by her were supplied to her. She has, however, choose to remain absent on 5-3-88 and the Enquiry Officer was fully justified in my opinion to proceed ex-parte against her. Dr. Neeru Pd. who examined her at her residence has found that there was no sickness which could require her confining to bed. Her non-appearance on 5-3-88 therefore, was not at all justified and she was rightly proceeded ex-parte by the Enquiry Officer. No other point has been urged by the representative for the workman which could lead to the conclusion that the Enquiry was not fair and proper. I, therefore, hold that the enquiry conducted by the Enquiry Officer in this case was fair and proper and does not call for any interference.

8. I have heard representatives for the parties regarding punishment awarded to the workman. The workman had absented from duty from 25-2-85 and she reported for duty on 22-2-87. She had actually come to Delhi on 22-11-86 as per her own admission but did not report for duty till

22-2-1987 and remained at home without going herself medically examined from any doctor in Delhi. From this alone it has been established that she was not interested in resuming her duties and she resumed her duties only when her husband also was transferred to Delhi from Talod. Her husband as per her own assertion was transferred to Delhi in January, 1987 and it was thereafter that she resumed duty on February, 1987. The certificates obtained by her from different doctors for different ailments and that do not confirm to some sickness for which bed rest and movement outside the house was not possible. It appears that the story of her continuing serious sickness for such a long time was made up story just to make her stay possible alongwith her husband at Talod.

9. Keeping in view the circumstances discussed above I am of the opinion that there was no ground to interfere in the punishment awarded to her by the Management. The Management has already taken a lenient view in the matter. I, however, leave the parties to bear their own costs.
Dated, 2th January, 1999.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 4 फरवरी, 1999

का.आ. 628—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण, में केन्द्रीय सरकार देना बैंक के प्रबन्धतंत्र से संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बेंगलूर के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-99 को प्राप्त हुआ था।

[सं. एल-12012/332/91-आई आर (बी-2)]
सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 628.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Dena Bank and their workman, which was received by the Central Government on 2-2-99.

[No. L-12012/332/91-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, 11th January, 1999

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. No. 21/1993

I PARTY

The President,
Dena Bank Staff Union,
Zonal Office,
71, Millers Road,
Bangalore-560052.

II PARTY

The Regional Manager,
Dena Bank,
71, Millers Road,
Bangalore-560052

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/332/91-IR(B.II) dated Nil for adjudication on the following schedule :

SCHEDULE

"Whether the action of the Management of Dena Bank in dismissing Shri Nagina A. Doshi from the service of the Bank is justified. If not, what relief the workman is entitled to?"

2. This reference was received on 21-2-1992. The first party filed the claim statement on 7-4-1992. The second party filed their counter statement on 2-6-1992. A rejoinder was filed on 15-7-92. The evidence of management witness was commenced on 18-8-93, on the validity of domestic enquiry and concluded on 14-2-1994. The evidence of workman was commenced on 15-2-1994 and concluded on 22-6-1994. The defence representative was examined as second witness on 11-10-94 which was concluded 26-10-1994. Thereafter no progress has been made in this case and there was total dislocation of work from 1994 to 23-8-1998.

3. The allegation of charge consisted of a series of acts committed by the workman which resulted monetary loss to the second party. This included opening the account in fictitious name and fictitious withdrawal. There was also incidents of collecting the money from various account holders and not crediting to their accounts immediately.

4. Initially on the basis of an issue framed on the validity of domestic enquiry evidence was recorded and an order was passed on 14-12-98 on this question. On the consideration of the materials this tribunal held this issue in favour of the second party.

5. In the claim statement filed by the first party the validity of domestic enquiry, the method adopted by the enquiry officer, acceptance of the report and consequent dismissal was the theme of the claim statement. Only justifiable ground taken by the workman is to be found at para 19 of the claim statement. To put it shortly the workman contended that a capital punishment of dismissal is not warranted or justified on the basis of the findings of the domestic enquiry which contained illegalities and infirmities. He has prayed for relief of reinstatement with back wages and other benefits.

6. In view of this statement there is absolutely no scope to give findings on the question of perversity, unfair labour practice or victimisation.

7. Indeed the parties are wasted their time to great length of period on the validity of domestic enquiry. Infact a lengthy written argument was filed by the first party against the domestic enquiry. This Tribunal having found that the result of report of domestic enquiry is purely based on pleading guilty, which was honourably supported by an experienced defence representative. The order on domestic enquiry was taken as an formality, but a lengthy order was passed due to agonising feeling of the first party workman.

8. I have at length discussed the case of the first party in the orders passed on domestic enquiry.

9. In view of the undisputed fact, and the circumstances mentioned above the first party has filed the written arguments on the merits of the dispute. The second party even after receiving a notice by this tribunal has not cared to appear and assist the tribunal for the progress of this dispute.

10. The workman has assessed correctly the weakness of his case and therefore prayed this tribunal to exercise the powers vested under Sec. 11A of the Industrial Disputes, Act to give appropriate relief to him. He has highlighted as to how his defence representative acted in a prejudicial manner to the interest of the workman and therefore he has no defence to justify his action and he has been virtually let down by his defence representative.

11. I have high lighted the conduct of the defence representative in the orders passed on the validity of domestic enquiry.

12. The learned advocate Shri P. Balagopala Menon, on the facts and circumstances of this case, has submitted a reasonable prayer in favour of workman. The learned advocate submitted that the extreme punishment of "Dismissal" required to be converted to "Discharge" which helps the workman who is in advanced stage of his life. Some award for his unblemished past record of 20 years rendered to the bank is required to be considered. Infact he has undergone misery after misery and his wife also died recently in road accident at Bangalore.

13. In these circumstances whether the workman is entitled to the benefit of Section 11A of the Act?

14. Section 11A gives discretion to the adjudicating authorities to satisfy itself that the order of discharge or dismissal, if not justified, the power to set aside the order of Discharge or Dismissal and in the alternative give a lesser punishment or exonerate from the punitive order. This provision casts duty to the Tribunal to use this discretionary power judiciously. It should be borne in mind that there should not be a misplaced sympathy while using the discretion which affects the management financially.

15. The prayer made by the workman is to substitute the extreme punishment of dismissal to that of discharge. According to him if the order of punishment is substituted he will be entitled for Provident Fund, Gratuity and other benefits due to his service of 20 years in the Bank.

16. Having regard to these facts and circumstances the following order is made.

ORDER

17. The Order of "DISMISSAL" passed by the second party Management is hereby substituted as "DISCHARGE". Consequently to this substitution the workman is entitled to the Provident Fund, Gratuity and other benefits which he was entitled if he has been discharged by the second party. The second party is directed to make available the benefits indicated above. The reference is answered accordingly.

(Dictated to the stenographer, transcribed by her, corrected and signed by me on 11th January, 1999, Monday.)

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 4 फरवरी, 1999

का.आ. 629—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-2-97 को प्राप्त हुआ था।

[सं. एल-12012/297/92-आई आर (बी-11)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 629.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 4-2-1999.

[No. L-12012/297/92-IR(B-11)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, 21st January, 1999

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. No. 87/92

I PARTY

Shri M. S. Badiinath,
C/o Krishna Reddy,
Peresandra-562104,
Chikkaballapur Tq.,
Kolar District.

II PARTY

The Chairman and Mg. Director,
Canara Bank, Head Office
J. C. Road,
Bangalore-560002.

AWARD

1. The Central Government by exercising the powers conferred by clause (i) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/297/92-IR. (B-II) dated 11-12-92 for adjudication on the following schedule :

SCHEDULE

"Whether the punishment of dismissal imposed on Shri Badiinath, a clerk, by the management of Canara Bank is justifiable? If not, to what relief is he entitled?"

2. The first party was working as a Clerk at Girinagar branch of the second party when he was dismissed from service. He was charged for having committed fraudulent acts and misappropriation to a tune of Rs. 4,807.68 in the S.B. account 2050 opened by him. This act was treated as wilfully causing damage to the property of the bank and amounts to gross misconduct as per Chapter XI, Regulation 3, Clause (j) of Canara Bank Service Code. Since the acts are prejudicial to the interest of the bank it also amount to gross misconduct under clause (m) of Chapter XI.

3. The charge briefly is that the first party has opened a S.B. account with a initial deposit of Rs. 10 and has obtained 3 cheque books. His balance in the account on 11-4-90 was Rs. 1,805. He has withdrawn Rs. 1500 by using a withdrawal form on 12-4-90. On 15-4-90 he has withdrawn Rs. 305 by means of withdrawal form. Thereafter he has made fictitious credit entry of Rs. 4000 and changed the balance in his account as Rs. 4305 by adding figures. By making inflated balance, he has drawn cheques fraudulently and debited in his account though the resultant balance as on 22-4-90 was Rs. 05.

4. Out of the above cheques, the cheque No. 0937693 for Rs. 150 was debited by him on 17-4-90, was found not available in the slip bundle on 17-4-90 and was found missing. After debiting the above cheque he has checked the entry and put the initials by forging the Senior Manager's initials. He also made alterations on 21-4-90 from Rs. 155 to Rs. 455 and on 22-4-90 from Rs. 05 to Rs. 215. By inflating the balance he has withdrawn Rs. 200 leaving a balance of Rs. 15. He has also issued some cheques in favour of third parties and when they were presented in clearing he as a ledger clerk had not debited the above cheques to make believe that they are duly passed in the ledger account, on 17-4-90 he has deliberately altered some of the entries in the subsidiary sheet and carried out the altered figures to S.B. central book. On 18-4-90 the S.B. balancing of employees ledger was totalled by him and had arrived at the total figure of Rs. 77,493.76 as against actual figure of Rs. 31,493.76 by changing the balance figure of Rs. 6,404.80 as Rs. 2,404.80 by making alterations in S.B. account of Smt. Vasanthi Prasad to the extent of Rs. 4,000.

5. The first party was kept under suspension and the domestic enquiry was conducted by Shri B. V. Janardhan as an

Enquiry Officer. During the enquiry the Management examined two witnesses, consisted of investigation officer and senior manager. 24 documents got marked in the enquiry. The enquiry officer on the basis of the materials placed before him found that the first party has committed the offences, charged in the charge sheet and proposed the punishment of dismissal as contemplated under Chapter XI, Regulation 4, Clause (g) of Canara Bank Service Code. The competent authority and the Appellate authority concurred with the finding and recommendations of the enquiry officer and confirmed the order of dismissal.

6. The first party and the second party have filed their claim and counter statement. The first party by a Memo dated 17-3-94 conceded the fairness of domestic enquiry and requested the tribunal to hear on perversity and on the question of quantum of punishment. The case was unnecessarily adjourned from that day onwards without any progress. Ultimately both the parties were secured by issuing notices and received the written arguments on the merits of the case.

7. The first party in his claim statement has questioned the fairness of domestic enquiry and quantum of punishment. As a defence he has contended in para 4 of his claim statement :

"That during relevant period he was placed in very unfortunate circumstances in his domestic front and was suffering from serious depression of mind. Psychologically his state of mind was such that he was not knowing what he was doing. Infact he was during the relevant period undergoing treatment at Nimhans for his ailment. He has admitted the fact having stated before the enquiry officer that the misappropriations have taken place but it was under abnormal circumstances when he was suffering depression of mind and under going treatment for the same."

8. The second line of the defence, as it relates to the order of dismissal he has taken up a plea of discrimination, arbitrary action and excessive punishment.

9. During the pendency of the case he has filed an application under Section 11A of the industrial disputes, Act for issue of direction to the second party to produce personal files of Shri J. T. Bhandiwad, an officer working in the second party management and Shri B. R. Nagaraj another officer, to show that in similar circumstances the above 2 persons were imposed a lesser punishment and therefore there is discrimination. The second party filed objection statement. In the objection statement the second party denied the discrimination alleged by the first party and infact it is averred that Mr. Bhandiwad who was working as an officer charged for having prepared a credit slip for Rs. 540 mentioning the particulars cheque on Dehradun Rs. 280 and 260 and credited the said amounts to S.B. account holder who was his co-brother. Therefore on this isolation mistake a domestic enquiry was conducted and as against the punishment of dismissal the Disciplinary Authority taken into consideration that the charge was of the year 1975 and the punishment was during 21-1-91 modified the punishment and re-appointed Mr. Bhandiwad reducing the officer post to clerical cadre and fixing the basic pay at 14th stage and he is not entitled to promotion for 3 years as a special assistant or as an officer.

10. As it regards to Mr. B. R. Nagaraj, it is stated that he was working at Talwadi Bhai branch of Ferozpur District was charged sheeted for selling his car, which was purchased by taking loan from the bank and without clearing the liability he sold the car and his dismissal was modified to reduction in time scale by 4 stages.

11. Therefore this tribunal having considered these facts has concluded that the summoning of records is not justified and application was dismissed. The first party filed a Memo on 7-8-96 that the matter shall be taken to hear on perversity and quantum of penalty.

12. Now, as it relates to the merits of the case the first party admitted the charges unconditionally and unequivocally on behalf of the first party. His defence representative has stated before enquiry officer what is extracted at Supra as it

relates to the mental condition of the first party. Infact the enquiry officer has recorded the evidence of 2 witnesses cited by the management and all the documents were marked and therefore the enquiry officer came to the independent conclusion of the misconduct on the basis of proved evidence and not taken into consideration the ailment said to have been undergoing by the C.S.C.

13. Therefore to extend the benevolent provision of Section 11A of the Industrial Disputes Act there should be a finding on the question of mental imbalance of the first party during the relevant period of committing offences as alleged against him and the matter of discrimination said to have been committed by the second party.

14. The written arguments of the first party is prepared on these lines. It is conclusively proved that except by producing some out-patient chit the evidence to prove the depression and mental imbalance of the first party is totally nil. He was not an indoor patient at Nimhans nor he has made available acceptable evidence to appreciate this point. In fact the misconduct committed by the first party shows a mental alertness in committing misappropriation and the modus-operandi is crystal clear that such act can not be made by a person suffering from depression or any mental imbalance.

15. Infact the learned advocate for the second party in his written arguments has stated that to wriggle out all admitted and proved misconduct and fraudulent misappropriation the first party came with this theory, but he has not placed any relevant documentary evidence nor examined any doctor, in the domestic enquiry.

16. As it relates to discrimination the second party placed materials that the misconduct and the punishment imposed against Mr. J. T. Bhandiwad and Mr. Nagaraj, the officers of the bank is not comparable. I have already extracted the misconduct and the alteration in the punishment at supra. Therefore one can not compare the case of above officers with the misconduct of this workman. Infact it is contended that the offence of Nagaraj was in the place of Talwadi Bhai branch of Ferozpur District and therefore the action of the officer is not comparable and the misconduct also not very grave. As it relates to Mr. J. T. Bhandiwad due to the long lapse of time of nearly 16 years, the punishment of dismissal was reduced to other punishment which is harsh.

17. The second party made reference to the case of Sengara Singh vs. the State of Punjab AIR 1984 S.C. P.1499 where the discrimination of imposing the punishment in a similar situated persons was discussed.

18. In the said decision article 14 of the constitution of India, was considered by Hon'ble Supreme Court when dismissal of several members of police Force for participation in agitation was considered. However the court has taken into consideration, in a similar situation some of the officials who have similarly placed were reinstated and the criminal case filed against them were withdrawn. Therefore the above decision is not comparable to the facts and circumstances of this case.

19. In Ashok Krishnaji Bochara vs. Nagpur District Central Co-op. Bank Ltd. 1993 (2) CLR BOM. P. 1078, a Bank clerk held guilty of misappropriation of an amount of Rs. 12535 was dismissed from service. On a reference the Labour Court held the punishment to be harsh and directed reinstatement. It is held in the above decision that the admitted misappropriation was serious in nature and the order of reinstatement amounted to mockery of Justice.

20. In Bank of India Vs. D. Padmanabhadu and another. 1995 (1) 1 LJ 233, a cashier was dismissed from service on charge of mis-appropriation and temporary retention of amounts misappropriated. It was held that the repayment of money do not absolve liability and therefore he is not entitled for any relief.

21. In Rajasthan State Road Transport Corporation, Alwar Vs. Kailash Chand Sharma and another, 1995(1) 1 LJ P. 268, in a charge of misappropriation and breach of trust it was held, that there should not be any justification in showing any compassion or leniency for such employees in the matter of punishment. The owner of such employee by due process of law was justified and there could not be any justification in exercising its jurisdiction under Section 11A of the Act.

22. In *New Shorrock Mills Vs. Maheshbhai T. Rao*, AIR 1997 SC P. 252, the Supreme Court while considering the setting aside the order of discharge and reinstatement made by the labour court, and having found the conclusion as to departmental enquiry, being legal and proper and discharge of the workman not by way of any victimisation had set aside reinstatement and 40 per cent back wages made by the labour court.

23. While considering the cases of these natures, review of penalty is permissible if the punishment imposed by the Disciplinary Authority and Appellate Authority shocks the conscience. The facts and circumstances of this case shows that the first party has committed a high degree of misconduct and he can not justify his action on the basis of an alleged depression of mind which was not proved. In the result I make the following order :

ORDER

24. The Management of Canara Bank was justified in imposing the punishment of dismissal against the first party on the proved misconduct.

(Dictated to the stenographer, transcribed by her, corrected and signed by me on 21st January, 1999.)

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 4 फरवरी, 1999

का.आ. 630---औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडीकेट बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-99 को प्राप्त हुआ था।

[सं. एल-12012/260/97-आई आर (बी-2)]
सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 630.--In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 2-2-99.

[No. L-12012/260/97-IR(B-II)]
C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, BANGALORE

Dated, 4th January, 1999

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. No. 5/98

I PARTY

Shri Y. S. Neelmanavar,
C/o A. V. Singanamalli, Advocate,
Dl, I, Floor, Shinde Complex,
Neelgiri Road, Hubli-29

II PARTY

The Deputy General Manager,
Syndicate Bank, Zonal Office,
1, Lalbagh, Bangalore-560001.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/260/97/IR(B-II) dated 31-12-1997 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Syndicate Bank Zonal Office, Bangalore in terminating the services of Shri Yellappa Shrivappa Neelmanavar w.e.f. 2-12-1990 is legal and justified? If not, to what relief the said entitled?"

2. This reference is of the year 1997. The first party initially not complied the Rule 10(B) of the Industrial Disputes (Central) Rules, 1957 in sending the claim statement to this tribunal within 15 days from the receipt of reference. He has appeared on 27-10-1998. He was directed to file the claim statement and adjourned to 20-11-1998. On 20-11-98 the claim statement was not filed. It was adjourned to 8-12-98. On that day the first party was absent. It was adjourned to 18-12-98 to file the claim statement. On that day the workman again remained absent. A final chance is given to file the claim statement and adjourned to 7-1-99. Once again the workman remained absent. Since the claim statement is not filed, we can not decide the case.

3. In the result this reference is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 4 फरवरी, 1999

का.आ. 631---औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कॉर्पोरेशन बैंक के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण बैंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-99 को प्राप्त हुआ था।

[सं. एल-12012/255/90-आई आर (बी-2)]
सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 631.--In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Corporation Bank and their workman, which was received by the Central Government on 2-2-1999.

[No. L-2012/255/90-IR(B-II)]
C. GANGADHARAN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, BANGALORE

Dated the 6th January, 1999

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C.R. No. 77/90

I Party

The Joint Secretary,
Corporation Bank Employees,
Union, No. 93/1-4, 4th Main
Malleswaram,
Bangalore-560003.

II Party

The Chairman cum Managing
Director
Corporation Bank, H.O.
Mangaladevi Temple Road,
B. No. 88,
Mangalore-575001.

AWARD

1. The Central Government by exercising powers conferred by Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order o. L-12012/255/90-IR.B. (II) dated 06-12-1990 for adjudication on the following Schedule.

SCHEDULE

"Whether the action of the Management of Corporation Bank in imposing the punishment of Stoppage of one Increment with cumulative effect on Shri H. K. Satish is justified ?"

If not to what relief the workman is entitled ?

2. The Schedule to the reference as it stands is to give a finding on the justification of stoppage of One Increment by the Second Party to the concerned workman.

3. The parties completed their pleadings on 01-07-1991. A preliminary issue was framed to decide the validity of domestic enquiry. The Second Party was directed to prove this point. This issue was framed on 01-07-1991. Thereafter, the order sheet discloses, that the cases was adjourned from time to time either for the absence of both parties or on the motion for an adjournment. On 01-10-1993 the evidence of Second party was closed as they have not examined any witnesses. On 02-06-1994 there is an endorsement in the Order Sheet that the parties are making efforts for a settlement. Once again the case is adjourned continuously without there being any progress.

4. Since there was dislocation of proceedings in this tribunal, after revival, notice under RPAU issued to both parties. The first party who have received the notice remained absent. The second party appeared. They have been directed to lead the evidence as a last chance on 06-01-1999 (i.e. today).

5. The learned Advocate for the second party filed a Memo. It is contended in the Memo that both parties have agreed for settlement but in the mean time the workman has been promoted as an Officer on 01-12-1994 and the resigned from the Services of the bank w.e.f. 15-03-1995. In these circumstances the second party was not able to get the signature of the first party.

6. It is further submitted that the parties have settled their dispute on the following terms :

1. That the first party hereby agrees to withdraw the dispute raised on behalf of Shri. K. Satish, Typist-cum-Clerk, Yelahanka Branch and presently working as Officer at Bombay Nariman Point Branch of the II party bank.
2. That the Second party Bank, as a very special case, agrees to remove the cumulative effect of the punishment imposed on Shri H. K. Satish with effect from the date of filing of this joint memo before the Hon'ble Tribunal.
3. Accordingly, the One Increment stopped with cumulative effect in terms of the order dated 01-11-1989 will be released with effect from the date of filing of this joint memo before the Hon'ble Tribunal.

4. Having regard to the special circumstances in which the parties agreed as above, the first party union agree not to quote the settlement of this dispute, as a precedent, to decide any pending or future cases.

7. Since the terms of settlement is to the benefit of the workmen, as it almost amount to passing an order in his favour, the presence of the first party is not insisted.

8. Therefore this dispute is decided in terms of the above settlement. Therefore separate order on the reference is not necessary.

(Dictated to the stenographer, transcribed by her, corrected and signed by me on 6th January, 1999. Wednesday).

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 4 फरवरी, 1999

का.ग्रा.632—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-99 को प्राप्त हुआ था।

[सं. एल-12012/160/90-आई आर(बी-2)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 632.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 2-2-99.

[No. L-12012/160/90-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 36/90

In the matter of dispute between :

Shri S.N.S. Sharma,
through S. K. Sanon, State President,
P.N.B. Employees Union (U.P.),
123/28/10, Krishanpur, Rajpur Road,
Dehradun-248009.

Versus

The Regional Manager,
Punjab National Bank,
Civil Lines,
Moradabad-244001.

APPEARANCES :

None for the workman.

Shri M.K. Roy for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/160/90-I.R.B. II) dated Nil has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the Management of Punjab National Bank in imposing the punishment of pay reduced to next lower stage for two years upon Shri S.N.S. Sharma, H/C, BO : Amroha is justified ? If not, what relief the said workman is entitled to?"

2. The workman in his statement of claim has alleged that he was permanent employee of the PNB posted at Amroha.

3. On 13-12-1986 the following 19 employees of the bank participated in the strike :

1. Shri B.M.S. Sinha
2. Shri S.N.S. Sharma
3. Shri P.K. Goel
4. Shri Anuj Sahai
5. Shri Ram Parkash
6. Shri Rajesh Malik
7. Shri Kuldeep Gupta
8. Shri S. P. Sinha
9. Shri Nitin Kumar Sharma
10. Shri Suresh Chandra Aggarwal
11. Shri Ajay Kumar Saxena
12. Shri Hari Shankar
13. Shri Ram Singh
14. Shri Anand Swaroop
15. Shri Ram Chander Singh
16. Shri Madan Gopal Sharma
17. Shri Sohan Pal Singh
18. Shri Narain Singh and
19. Shri Ram Rattan.

The strike was allegedly against the dictatorial and humiliating attitude of the Branch Manager. All the concerned workmen were issued memos and on submission of their replies the management inflicted punishment on all the workmen by deducting one day's wages from their salary in the month of January, 1987. Shri S.N.S. Sharma, the workman concerned was entitled to be treated at par and was dealt with separately and charge sheet was issued to him. The Management attended the enquiry officer and on receipt of the report of the Enquiry Officer separate punishment was awarded to him and his pay was reduced to next lower stage for two years. The workman has urged that the management was biased and discriminative and vindictive against Shri S.N.S. Sharma and had singled him out for the special punishment. The entire Enquiry proceedings were vitiated and not conducted in compliance of the principles of natural justice. He has, thus, claimed that the action of the Management beset aside as being illegal and violative of principles of equality guaranteed by the Constitution of India.

4. The Management in its written statement on the other hand has alleged that S.N.S. Sharma, the concerned workman was a Head Cashier of the Management branch. He attended his office on 13-12-1986 and marked attendance. It was his duty to open the strong room/cash for the banking transactions. He was also expected to hand over the keys to the Branch Manager on verbal orders and issuing office orders even if he has made up his mind not to work on that particular day. The bank being a public utility service could not ignore public interest which had to suffer on account of strong room/cash not being opened on that date due to the act of the concerned workman. On this misconduct a formal charge sheet was furnished to him. An enquiry was held against him and he was duly represented by his authorised representative Shri P. C. Jain. The Enquiry Officer submitted his report on enquiry. The Disciplinary Authority than imposed the present punishment. The punishment was in conformity with the charge levelled against the workman for the 421 GI/99—20

misconduct committed by him. The enquiry was fair and proper and punishment imposed was also justified.

5. The Management examined Shri A. K. Jha MW1 while the workman examined Shri S. K. Sanan representative on his behalf as WW1.

5. I have heard representatives for the parties and have gone through the record.

6. The perusal of the facts of this case leads me to the definite conclusion that the workman while duty it was to handle the cash and perform other duties did not do so and he absented from duty after marking his attendance. The workman himself has not come into the witness box and has examined only his representative as his witness who in his cross-examination has admitted that the workman did not hand over the key of the cash to the Manager though he had asked for the same. The workman representative Sri S. K. Sanan has not been able to show as to what was written in the proceedings conducted by the Enquiry Officer. The workman in this case was a responsible officer in his capacity as Chief Cashier of the branch and his duties were different than the duties of other employees who had gone on strike on that day. Since the workman representative has not been able to show me any irregularity committed by the enquiry officer in conducting the enquiry so I hold that the enquiry was fair and was not vitiated on any point.

7. I have also heard representatives for the parties regarding the punishment awarded to the workman and hold that the workman was a responsible officer of the branch in his capacity as Head Cashier and he failed to perform his duties in spite of having been asked by the Manager to hand over keys of the cash to him. The action of the management in imposing punishment upon the workman in my opinion was fully justified and there was no ground to interfere with the same. The workman, in my opinion, is not entitled to any relief. Parties are, however, left to bear their own costs.

Dt. 12-1-1999.

GANPATI CHARMA, Presiding Officer

नई दिल्ली, 4 फरवरी, 1999

का.ग्रा.633—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलूर कोषाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-99 को प्राप्त हुआ था।

[सं. एल-12012/140/91-ग्राई ग्रा (बी-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 633.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 2-2-99.

[No. L-12012/140/91-IR(B-II)]
C. GANGADHARAN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR
COURT, BANGALORE

Dated 4th January, 1999

PRESENT:

Justice R. Ramakrishna, Presiding Officer,

C.R. No. 235/1997

I Party :

Shri Govindaraju S/o Krishnappa, No. 19/1,
Gangamma Temple Street, Torepet Cross,
Bangalore-2.

II Party :

The Divisional Manager (Personnel) Head
Office, Canara Bank J. C. Road, Bangalore.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/140/91-IR(B.II) dated 14-5-1997 for adjudication on the following schedule.

SCHEDULE

"Whether the action of the Management of Canara Bank, Bangalore in not regularising the services of Shri Govindaraju, ex-daily wage is legal and justified? If not, to what relief the said workman is entitled?"

2. This dispute is referred for adjudication on 14-5-1997. Earlier the Central Government declined to send the dispute for adjudication vide Order dated 23-8-1991. Later on the direction of the Hon'ble High Court of Karnataka in Writ Petition No. 39353/1992 the matter was reconsidered and the present reference is made for adjudication.

3. The first party who has shown some interest in making reference of a cause involving non regularisation of his services has not made any effort to make progress by filing necessary claim statement.

4. A ordinary notice requiring his presence on 26-12-97 along with claim statement has not made any effect on the first party. A notice under RPAD was issued to the first party. On 2-12-98 a learned advocate for the first party filed Vakalatnama without any claim statement, though sufficient time has been elapsed from the date of reference. The case is adjourned to 16-12-98 to file the claim statement as a final chance. No statement was filed on 16-12-98. The case was once again adjourned to today to file the claim statement.

5. When the case is called at the first instance neither the first party nor his advocate appeared. The case called once again and no representation.

6. The first party has failed to follow the mandatory provisions contained under Rule 10(B). Though it is directed in the reference that he shall file his

claim statement within 15 days from the date of receipt of the said reference he has failed to comply. In view of these circumstances it will be futile exercise on the part of this Tribunal to adjourn the dispute to some other date to enable the first party to repeat his tendency.

7. In the result this reference is rejected.

(Dictated to the Stenographer, transcribed by her, corrected and signed by me on 4th January, 1999.)

JUSTICE R. RAMAKRISHNA, Presiding Officer.

नई दिल्ली, 4 फरवरी, 1999

का.आ. 634—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-99 को प्राप्त हुआ था।

[सं. एल-12012/134/88-डी-II(ए)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 634.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on 2-2-99.

[No. L-12012/134/88-IR[D-II(A)]

C. GANGADHARAN, Desk Officer.

ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESID-
ING OFFICER : CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL : NEW DELHI

I.D. No. 130/88

In the matter of dispute between :

Shri H. S. Bedi, workman represented by Delhi
State Committee of UCO Bank Employees'
Association.

Versus

Divisional Manager, United Commercial Bank,
Sansad Marg, New Delhi.

APPEARANCES :

Shri Harish Sharma for the workman.
None for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/134/88-D-II(A) dated 4-11-88 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of UCO Bank in dismissing from service Shri H. S. Bedi, Asstt. Cashier vide order dated 30-3-85 is justified? If not, to what relief is the workman entitled?”.

2. The workman in his statement of claim has alleged that he was working as Assistant Cashier with the management. He was charge sheeted on 18-8-83 by the management for misappropriation of a sum of Rs. 1000. The charge sheet was not proved nor was the charge specific. He was not afforded opportunity to reply the said charges, as he was not supplied with the document asked for by him. The enquiry was not conducted according to principles of natural justice and adequate opportunity was not afforded to the workman to defend himself. It was also urged that the evidence was recorded in the absence of the workman. The report and findings dated 19-1-85 of the Enquiry Officer stated that the workman involvement in the misappropriation was not proved as original documents were produced. He was exonerated by the Enquiry Officer but the Disciplinary Authority exercised undue influence on the enquiry officer and asked him to alter his earlier findings. The complainant has also withdrawn the complaint vide his letter dated 15-4-83 addressed to the management. The punishment awarded to the workman was not based on the findings of the Enquiry Officer but on determined and sorted efforts of the management to dismiss him. The action of the Disciplinary Authority was illegal without substance and not inconformity with the evidence on record. Even the Appellate Authority did not do justice with the workman and did not give due consideration to the facts and circumstances brought before him in appeal. It has thus been prayed that the action of the Management was not justified and the order of his termination deserve to be quashed and set aside with consequential benefits.

3. The Management on the other hand in its written statement stated that the enquiry conducted by the enquiry officer was fully according to rules and principles of natural justice were complied with. The case against the workman was fully proved and there was no coercion or undue influence on the part of the disciplinary authority vide which the findings of the enquiry officer was altered. It was also alleged that the workman had himself admitted his guilt and there was in fact no necessity of holding the enquiry but still enquiry was held and the sickness of the workman on the photo copy of the receipt issued were duly proved by the Management. The proceedings were not conducted in the absence of the workman but in the presence of his representative who was duly authorised by the workman. The action of the management was fully justified.

4. The Management examined Shri C. P. Grover MW1 I. K. Chankravorty MW2 and M. B. Jain MW3.

5. I have heard representatives for the parties and have gone through the record.

6. The representative for the workman has urged that the proceedings were conducted in his absence and the original documents were not produced, the charge sheet was vague and therefore the enquiry conducted by the management Enquiry Officer was not fair and proper.

7. The representative for the management on the other hand has brought to my notice some facts which are very relevant to decide the issue of enquiry. In the statement of claim filed by the workman no allegation is found to have been made that the Enquiry Officer was biased. On the contrary it has been stated that the enquiry officer has justifiably given his view in the report. The other point regarding the denial of any opportunity to defend the charges of the enquiry also does not stand established in this case. A perusal of the facts of the Enquiry proceedings and the notice issued by the enquiry officer requiring the concerned workman to appear before the Enquiry Officer was very relevant. The workman was allowed at least six adjournments to put in his first appearance before the enquiry officer on 11-10-84 and even thereafter he again took adjournments. In all 9 adjournments were given to the workman and notices were sent to him but he failed to attend the enquiry. The enquiry officer decided to record evidence of the management witness in the absence of the workman but in the presence of his defence representative. The defence representative was given opportunity to cross-examine the witness. He availed off that opportunity and cross-examine the witness. The representative having been authorised by the workman has acted as his agent and, therefore, it would be presumed that the proceedings were conducted by the Enquiry Officer in the presence of the workman. The enquiry does not stand vitiated by the non-appearance of the workman personally when his representative has appeared on his behalf. There has been no other point regarding the procedure conducted by the enquiry officer in the entire enquiry which could make the enquiry vitiated. There is no doubt that a letter dated 18-5-85 were written by the Disciplinary Authority to the enquiry officer regarding the findings but the Disciplinary Authority has always the right to disagree with the findings of the enquiry officer. If the Disciplinary Authority considers that the findings of the enquiry officer are not correct he can differ with the views of the enquiry officer and pass an order accordingly. Moreover, a counterfoil receipt of which photo copy has been produced before the enquiry officer has been duly proved by the Manager who appeared as a witness and identified the signatures of the workman on that. It is not disputed that the workman was not the Asstt. Cashier on the said day but findings of the enquiry officer in departmental case are not to be treated like findings in a criminal trial. The charge has to be proved beyond all reasonable doubt to secure conviction but in departmental enquiries punishment is to be considered justified if the charges are proved on the basis of preponderance of probabilities. Keeping in view these circumstances I am of the view that there is nothing in the enquiry which has violated the principles of natural justice or any other settlement

or rules governing the employment of the workman. The enquiry was, therefore, fair and proper.

8. The Management examined Shri M. B. Jain MW3 on the quantum of punishment given to the workman while the workman has not led any evidence. In view of the fact that the action against the workman was regarding his having embezzle a sum of Rs 1000 which was duly given to him by one of the customers for depositing it in his account, I am of the opinion that such a charge was of a very serious nature. The fact that the complaint was withdrawn by the complainant later on and the loss was made good by him to the bank it does not in any way reduced the seriousness of the act done by the workman. It is not uncommon in our country to approach the complainant and settle the matter with him for getting acquittal but the management which is financial institution dealing with many of its customers any mistake committed by its employee which amounts to embezzlement cannot be taken lightly. Such action of an employee itself take away the faith of its customers and it affects the very reputation of the institution. I, therefore, do not find any reason to interfere with the punishment awarded to the workman and held that the punishment given to him was fully justified and the workman was not entitled to any relief.

7th January, 1999.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 4 फरवरी, 1999

का.आ. 635—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद औद्योगिक अधिकरण- II, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-99 को प्राप्त हुआ था।

[सं. एल-12012/112/95-अर्न्द् आर(बी-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 635.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal II, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 2-2-99.

[No. L-12012/112/95-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-II,
HYDERABAD

PRESENT :

SRI K. M. NAGABHUSHAN RAO, B.A., B.L.,
Chairman.

DATED : 31st DECEMBER, 1998.

I.D. No. 36 of 1998

(CENTRAL)

BETWEEN :

Shri K. Subramanyam,
H. No. 1-1-238/3/A,
Chikkadapally,
HYDERABAD-500020. ... PETITIONER.

AND

The Bank of India
Zonal Manager,
BOI, Zonal Office,
A. P. Zone, 1st & 2nd Floor,
PTI Building, 10-1-1199/2,
A C Guard,
HYDERABAD-500004. ... RESPONDENT.

APPEARANCES :

Sri G. Vidya Sagar, Advocate, for Petitioner.

Sri M.V.K. Viswanatham, Advocate, for Respondent.

Ref : Govt. of India, Ministry of Labour order No.
L-12012/112/95/IR(C-II), dt. 08-05-98.

AWARD

Government of India made the following reference for adjudication under section 10(1)(d) of I.D. Act. "Whether the action of the management of Bank of India in dismissing the services of Shri K. Subrahmanyam is legal and justified?" If not, to what relief the said workman is entitled?

Both parties entered appearance and put forth their respective contentions. A preliminary objection as to the validity of the domestic enquiry was raised by the workman and resisted by the Management and by order dated 08-05-1998, this court held that the domestic enquiry was valid and the said order becomes final and any pleadings or evidence pertaining to the question of validity of Domestic enquiry becomes immaterial for the purpose of adjudication of justifiability of the action of the Management in dismissing the workman Sri K. Subrahmanyam.

Brief facts of the case are as follows :— The Workman Sri K. Subrahmanyam was a permanent Clerk in the Respondent Bank working since 1981 and during 1993, he was suspended followed by a regular enquiry in which one of the two charges was proved and after a final show cause notice, he was dismissed from service.

The Charge Sheet particulars of the two Charges are as follows :

"That he talked on telephone to the Chairman & Managing Director at Bombay on 22-01-1993 impersonating as Sri P. V. Rajeshwara Rao, General Secretary, APCC (Son of Prime Minister, Sri P. V. Natasimha Rao) and recommended that Sri S. G. Moholkar, Staff Officer, Hyderabad (Main) Branch, who was under orders of transfer to Nagpur Zone, be retained at Hyderabad.

Further, he confirmed above telephone talk with the Chairman & Managing Director, by a letter dated 22-01-1993, addressed to him (CMD) on a fake letterhead purportedly of Shri P. V. Rajeshwara Rao and forged his signature on the said letter, enclosing therewith a letter dated 22-01-1993 of Shri S. G. Moholkar, recommending his retention in Andhra Pradesh Zone, at Hyderabad.

He received Rs. 2,000/- from Mr. S. G. Moholkar for attending to the above said work.

The above allegations according to the management Bank amount to and fall under clause 19.5(J) and 19.5(K) of the Bipartite settlement dated 19-10-1966 constituting gross misconduct.

19.5(I) reads as under :—

"Doing any act prejudicial to the interests of the Bank or gross negligence or negligence involving in serious financial loss."

19.5(K) reads as under :—

"Giving or taking a bribe or illegal gratification from a customer or employee of the Bank."

The contention of the dismissed workman material for the purpose of adjudication of the issues are briefly mentioned hereunder:

1. that the charges framed against the petitioner in the charge sheet are vague and baseless. The respondent-Bank falsely implicated the charges against the petitioner.

2. the charges as framed are beyond the scope of the misconducts under the Award.

3. that the charges No. 1 and 2 are co-related. The Charges No. 1 is vague and unsustainable. Therefore, as per the charge No. 1 there is neither negligence on petitioner part involving serious financial loss nor any prejudice is caused to the Bank.

4. that Sri G. S. Moholkar, Staff Officer who is working in the A. P. Zone was transferred to Nagpur. In this regard he made an application to the Chairman of the Bank for his retention at Hyderabad. Petitioner was not beneficiary by his transfer or retention and petitioner is not all concerned with his retention or transfer. So the question of forging the signature of Mr. P.V. Rajeshwara Rao does not arise. Therefore petitioner is not liable for the misconducts and petitioner did not even talk to the

Chairman of the Bank allegedly impersonating that the petitioner was P. V. Rajeshwara Rao. The charges framed against petitioner were implicated by some of the officials of the Bank who have grudge over petitioner.

5. that the enquiry officer failed to see that the evidence adduced by the respondent-Bank does not establish, the charges framed against the petitioner and that neither complainant Sr. P. V. Rajeshwara Rao nor the Chairman of the Bank gave the statements in the enquiry proceedings and therefore the enquiry was conducted in a most unfair manner and on this ground itself the enquiry ought to have been vitiated.

6. the findings of the enquiry officer are perverse and based on surmises and conjuncture.

7. that the enquiry officer failed to see that the document exhibit-4 is the confession statement given by the petitioner is before the Police under duress and coercion. Therefore this document can not be relied upon since he is prosecuting in the criminal case.

8. that in view of the judgement in the criminal appeal, no credence of the Circle Inspector can be taken for the purpose of deciding the charges framed against the petitioner workman.

9. the enquiry officer failed to see that neither any substantial evidence nor any documentary evidence is produced in regard with the statement of M.W. 5, i.e., Mrs. Rajana Kumar.

10. it is submitted that the enquiry officer came to the conclusion basing upon the alleged experts opinion in regard to the signature of Mr. P. V. Rajeshwara Rao that signature in some letters resemble it. This itself shows superior nature of the experts opinion. Moreover the opinion of experts is not conclusive.

11. the findings of the enquiry officer are perverse and biased and contrary to material on record. The enquiry officer gravely erred in not giving his independent reasons for proving the charges against petitioner.

12. the action of the respondent is arbitrary and discriminatory, giving bribe and taking bribe are to be treated on equal footing assuming the bribe taking is misconduct, the officer G. S. Moholkar who gave bribe was not imposed any punishment. In fact being an officer he is not expected to give bribe to his sub-ordinated staff. Hence, the dismissal order is perverse, illegal and unjustified.

13. that the respondent bank before imposing the major penalty of dismissal from service no opportunity was given to the petitioner. The respondent Bank failed to see the petitioner, maintained clean record throughout his service.

14. the punishment imposed on the petitioner by the respondent-Bank is arbitrary and highly excessive and disproportionate to the charges framed against the petitioner.

With these contentions the workman contended that his dismissal is illegal and disproportionate to

the guilt and he is suffering without alternative employment and prays this court to direct reinstatement with all attendant benefits.

As against these contentions the management Bank denied them all and countered broadly as follows :

1. That the reference made by the Central Government is not maintainable either in law or on the facts of the case.

2. That the petitioner has approached the Asst. Commissioner of Labour (C), Hyderabad, under the Central Act raising a dispute under the said Act. Conciliation proceedings were held after notice to the parties and they ended in failure. Thereafter, the Asst. Commissioner of Labour (C) referred the matter to the Central Government, which is the appropriate Government, for considering the matter under Section 10 of the Central Act. The Central Government in its proceedings dated 19-04-95 had opined that the dispute is not fit for reference to the Industrial Tribunal for adjudication.

3. That in the meantime the petitioner raised an Industrial Dispute under Section 2A(2) of the I.D. Act before the Labour Court-I, Andhra Pradesh, Hyderabad, and the Respondent filed a counter, inter alia, contending that the dispute is not at all maintainable. It is further submitted that the petitioner without mentioning this fact has once again approached the Central Government for a reference. Therefore, the petitioner is guilty of suppression of facts. Having got the matter referred, the petitioner has withdrawn the dispute raised by him before the Labour Court-I.

4. Departmental enquiry was ordered by the Disciplinary authority on 04-11-93 to enquire into the charges levelled against him. Witnesses were examined on behalf of the Management and the petitioner was given opportunity to cross-examine them. A fair and reasonable opportunity was afforded to the petitioner complying with the principles of natural justice. However, the petitioner did not adduce any oral or documentary evidence in support of his defence.

5. The Enquiry Officer submitted his report holding the petitioner guilty of the charge I levelled against him. The disciplinary authority on examination of the records had agreed with the findings of the Enquiry Officer. A show cause notice was issued to him proposing the punishment of dismissal from service and asked the petitioner to submit his explanation. An opportunity of personal hearing was also afforded to the petitioner. The disciplinary authority after perusing the relevant records had confirmed the punishment of dismissal on 12-02-94. Thereafter the petitioner filed an appeal before the appellate authority. The appellate authority after examining the records and after giving a personal hearing to the petitioner, had confirmed the punishment imposed by the disciplinary authority.

6. That the separate charges were framed against the petitioner. One for forging the signature of Shri P. V. Rajeshwara Rao and sending a bogus letter under the forged signature of Sri Rao to the Chairman

and Managing Director of the Bank and the other charge for giving/taking bribe or illegal gratification from an employee of the Bank.

7. That in charge No. 1 the misconduct alleged against the employee is doing any act prejudicial to the interest of the Bank, and that forging the signature and sending a bogus/fake letter to the Chairman and Managing Director is a very serious act of misconduct which amounts to doing an act prejudicial to the interest of the Bank.

8. That it is proved in the departmental enquiry that the petitioner has forged the signature of Shri P. V. Rajeshwara Rao on the letter addressed to the Chairman & Managing Director for stopping the transfer of Shri G. S. Moholkar, who was transferred to Nagpur Zone from AP Zone. Since the aforesaid allegations are proved in the departmental enquiry to the satisfaction of the appropriate disciplinary authority it had awarded the punishment to the petitioner.

9. It is submitted that during the course of enquiry the Management had produced official witnesses expert from forensic science laboratory and the petitioner was given opportunity to cross examine them. It is significant to note that the petitioner refused to participate in the enquiry conducted at the Forensic Science Laboratory.

10. That the Enquiry Officer did not hold the petitioner guilty solely on the basis of the opinion of the hand-writing experts. The Enquiry Officer had examined various material on record including the hand writing experts opinion before recording his findings and as such there is no infirmity in the findings recorded by him.

11. That the evidence on record amply proves the misconduct on the part of the petitioner, that in a departmental enquiry the degree of proof required is not that which is required before a criminal court. The evidence on record clearly established the allegation against the petitioner of forging the signature of Shri P. V. Rajeshwara Rao and addressing fake/bogus letter to the Chairman and Managing Director of the Bank.

12. That appropriate action has been taken against Shri Moholkar for the acts of misconduct on his part, the contention of the petitioner that he was not imposed any punishment is denied. He was punished for approaching his subordinates regarding his transfer, and that the applicant was given due opportunity to defend his case before imposing punishment of dismissal from service.

13. The misconduct proved against the petitioner is so serious and grave that the punishment of dismissal commensurate with the gravity of the misconduct, and that the petitioner does not deserve any relief whatsoever since the misconduct proved against him is serious and giving any leniency for committing such gross acts of misconduct could lead to a precedent that the respondents would not be in a position to impose appropriate punishment in such similar cases in future.

As the Domestic enquiry was held to be valid by this court no witness was again examined by either

side and the Management Bank marked 20 documents with consent, Ex : M1 to Ex : 20.

Ex : M1 : Notice of conciliation Officer enclosed with application of the petitioner, dated 20-9-94.

Ex : M2 : Written comments of respondent submitted before Conciliation Officer, dated 3-10-94.

Ex : M3 : Minutes of Conciliation Officer, dated 18-1-95.

Ex : M4 : Proceedings of Ministry of Labour Government of India, declaring that the dispute is not fit for reference.

Ex : M5 : Office Memorandum of Ministry of Labour, Govt. of India proposing adjudication of the dispute (enclosed with the representation dated nil of the petitioner) dated 19-2-98.

Ex : M6 : Order of Suspension, dated 20-8-93.

Ex : M7 : Order of Hon'ble High Court of A. P. Dismissing the writ petition No. 13700/93 filed by the petitioner praying the Court to declare the order of suspension as illegal, dated 01-10-93.

Ex : M8 : Charge-Sheet dated 4-11-93.

Ex : M9 : Corrigendum to the Charge-Sheet dt. 04-11-93, document dated 11-12-93.

Ex : M10 : Proceedings of Disciplinary Authority proposing Departmental Enquiry, dated 04-11-93.

Ex : M11 : Interim Order of Hon'ble High Court of A.P. passed in writ petition No. 18677/93 ordering that the enquiry into the charges shall go on and no final order shall be passed on enquiry, dated 14-12-93.

Ex : M12 : Proceedings of enquiry and Exhibits marked etc., therein, dated 16-11-93.

Ex : M13 : Final Order of Hon'ble High Court of A.P. passed in writ petition No. 18677/93 dismissing the writ petition (filed by petitioner) by declaring that the enquiry officer was at liberty to proceed with the enquiry and submit report, dated 21-01-1994.

Ex : 14 : Letter of enquiry officer addressed to the Disciplinary Authority enclosing with the enquiry report, dated 27-12-93.

Ex : M15 : Show Cause Notice proposing punishment of dismissal dated 10-1-94.
21-1-94

Ex : M16 : Minutes of Personal Hearing on proposed Punishment, dated 07-02-94.

Ex : M17 : Order of Punishment dated 12-2-94.

Ex : M18 : Appeal of petitioner dated 18-06-94.

Ex : 19 : Proceedings of Personal Hearing by the Appellate Authority, dated 18-06-94.

Ex : M20 : Order of Appellate Authority, dated 09-07-94.

Heard both sides.

The Learned Counsel for the petitioner argued in the first place that even if the allegation of forgery is true, it is not attracted to the misconduct under clause 19.5(J) as the alleged forgery is neither prejudicial to the interest of the Bank nor resulted in loss to the Bank. The Learned Counsel further contended related to taking bribery and since, bribery charge and there is no proof for their first charge and their second charge was not proved for insufficiency of evidence. What the Learned Counsel wants this court to consider is that the act of forgery is inter-related to taking bribery and since, bribery charge was not proved, its resultant act i.e., forgery cannot stand as the workman is not the beneficiary of the forgery.

The other contention of the Learned Counsel for the petitioner is that the factum of forgery is not substantiated as neither the person whose name is 'forged' is examined nor the evidence of the Inspector of Police is admissible in evidence as he is the very person 'investing' the criminal case against the workman in CC No. 561/93, moreover, according to the Learned Counsel, the so called confession of the workman is a confession before a Police Officer and hence not admissible in evidence.

The final contention of the Learned Counsel of the Workman is that since same material is pressed into service in both domestic enquiry and Criminal trial, the acquittal of the workman in the Criminal trial in appeal in C.A. No. 388/95, renders the findings of the Enquiry Officer nugatory as his findings are primarily based on those material evidence.

On the other hand the Learned Counsel for the Management argued that signature is essential part of the Banking transactions, and hence forgery is very serious and dangerous aspect and hence the proved fact of forgery is highly prejudicial to the very existence of the Bank. Regarding the findings of the enquiry Officer the Learned Counsel argued that findings are based on the scientific proof of forgery as substantiated by the trained persons of forensic Laboratory and these aspects were further corroborated by the confession of the workman and verification of the fact that the real signatory has not signed on the letter addressed to the Chairman of the Bank. In fact Sri P. V. Rajeshwara Rao son of the then Prime Minister whose signature was alleged to have been forged by the workman gave the complaint to police on which investigation was launched and in the trial the workman was found guilty of the offence of forgery and he was convicted with imprisonment of 1 year. It was in appeal that the conviction and sentences were set aside.

The workman participated in the enquiry and the enquiry was held valid. The factum of forgery was proved by forensic experts. When the further enquiry was ordered to be continued at forensic Laboratory at Hyderabad, the workman refused to participate nor did he chose to cross examine the handwriting expert who analysed 60 specimen and writings of the

workman in reference to the forged signature comparing to the real signature of Sri P. V. Rajeshwara Rao. If there is any doubt about the findings of the hand writing expert, it is he who is competent to clear such doubt. The workman did not utilise this chance when he refused to participate in the enquiry at Forensic Laboratory penultimately the findings given by the expert remained unchallenged.

The person for whom the forgery was done was examined as witness No. 6 on 13-12-92 at 11.30 A.M. the said witness spoke that he was under orders of transfer to Nagapur and he was representing to the management for his retention at Hyderabad and at that time the workman came forward stating that he knew Sri P. V. Rajeshwara Rao, S/o the then Prime Minister and representation for retention can be channelled through Sri P. V. Rajeshwara Rao and for that he offered his services on the ground that he had connections with Sri P. V. Rajeshwara Rao. It is how the workman took a copy of his representation and did send the same representation with a covering letter said to have been given by Sri P. V. Rajeshwar Rao which later was found to be forgery. The witness further, stated that the workman letter collected Rs. 2,000/- from the petitioner for a gift to be given to Sri Rajeshwara Rao. The workman cross examined the said witness, except the fact about absence of eye witnesses at the time of giving Rs. 2000/-, the entire evidence about his sending the representation though Sri Rajeshwara Rao, was not shattered. Now, this circumstance is rightly connected with the proved forgery by the Enquiry Officer.

It must be remembered that degrees of proof required for a criminal case are vastly different from the standard of proof in a departmental enquiry. Strict proof is required in a criminal trial but it is degrees of probability that is more important in an enquiry. Conduct of the employee may not connect with any specific benefit. The act of forgery is serious in nature and taking the nature of business of a back into account, it can not be said that such conduct is not prejudicial to the Bank. The Bipartite settlement may not contemplate all types of misconduct. The misconduct need not result in any loss to the management. When money transactions are done on the basis of signature of the account holders, the conduct of the employees of the Bank who indulge in forgery is certainly prejudicial to the interest of the Bank. The interest of the Bank is, after all, reliability, security and confidentiality.

In this view of this matter, the act of the workman who resort to forgery of others signature, whether for a specific benefit or not is covered under clause 19.5(B) of the Bipartite settlement to which the workman is a party. The criminal case which was launched at the benefit of Sri P. V. Rajeshwara Rao, resulted in the first instance, in conviction at the trial and acquittal in appeal may be of any latches on the part of the prosecution or may be interpretation of the provision or material. The judgment is not filed in this Court to know the reasons for acquittal, but from the record except examining the I.O. when the Chargesheet was not filed, the Enquiry Officer appears to be uninfluenced by the criminal case nor his findings can be traceable to

any part of the criminal case. There is no prohibition for use of findings of the hand writing expert. For that matter, the management has no other way to prove forgery.

In the light of the above reasoning, I don't find any latches in the findings given by the Enquiry Officer on Charge No. 1. There are no grounds for the Enquiry Officer to be partisan and his findings can not be termed as perverse.

The Learned Counsel for the workman argued that the punishment is shockingly disproportionate. Forgery unconnected with business for transactions of the Bank, is to be viewed differently. If the workman indulges in acts of forgery in the Banking transactions, it will be viewed very seriously. A solitary incident of forgery by the workman cannot be termed as habitual conduct. It is rightly held in the case of *DIVL. CONTROLLER, M.S.R.T.C., BHANDARO Vs. GULAB TANBAJI BHANDARKAR*, 1993(2) LLN Page 630, BOMBAY, that while imposing punishment, the management should take into account the past conduct of the employee.

In this view of the matter I hold that punishment of dismissal is on the higher side of the scale for the guilt of the workman especially when his act is not connected with Banking transactions.

In the result I hold that the punishment of dismissal is disproportionate to the guilt as the misconduct does not pertain to the exercise of the official duties of the petitioner. The punishment of dismissal is converted into a punishment of storage of two increments with cumulative effect and the respondent herein is directed to reinstate the petitioner and in the circumstances of the case without backwages. Accordingly the Award is passed.

The Award shall come into force under section 17A of I.D. Act, after one month of publication of the Award.

K. M. NAGABHUSHAN RAO, Chairman

APPENDIX OF EVICTION

List of Witnesses Examined :

For Workman : Nil.

For Management : Nil.

List of Documents Marked :

For Workman : Nil.

For Management :

Ex : M1 : 20-9-94 : Notice of Conciliation Officer enclosed with application of the Petitioner.

Ex : M2 : 03-10-94 : Written Comments of respondent submitted before Conciliation Officer.

Ex : M3 : 18-1-95 : Minutes of Conciliation Officer.

Ex : M4 : 19-4-95 : Proceedings of Ministry of Labour, Govt. of India declaring that the dispute is not fit for reference.

Ex : M5 : 19-2-98 : Office Memorandum of Ministry of Labour, Govt. of India Proposing adjudication of the dispute (enclosed with representation dated nil of the petitioner).

Ex : M6 : 20-8-93 : Order of Suspension.

Ex : M7 : 01-10-93 : Order of Hon'ble High Court of A.P. dismissing the writ petition No. 13700/93 filed by the petitioner praying the Court to declare the order of suspension as illegal.

Ex : M8 : 04-11-93 : Charge-Sheet.

Ex : M9 : 11-12-93 : Corrigendum to the Charge-Sheet dated 4-11-93.

Ex : M10 : 04-11-93 : Proceedings of Disciplinary Authority proposing Departmental Enquiry.

Ex : M11 : 14-12-93 : Interim Order of Hon'ble High Court of A.P. Passed in writ petition No. 13677/93 ordering that the enquiry into the charges shall go on and no final order shall be passed on enquiry.

Ex : M12 : 16-11-93 : Proceedings of Enquiry and Exhibits marked etc. therein.

Ex : M13 : 21-01-94 : Final Order of Hon'ble High Court of A.P. passed in writ petition No. 18677/93, dismissing the writ petition (filed by petitioner) by declaring that the enquiry officer was at liberty to proceed with the enquiry and submit report.

Ex : M14 : 27-12-93 : Letter of enquiry officer addressed to the Disciplinary Authority enclosing with the enquiry report.

Ex : M15 : 10-01-94 : Show Cause Notice proposing punishment of 21-01-94 : dismissal.

Ex : M16 : 07-02-94 : Minutes of Personal Hearing on proposed punishment.

Ex : M17 : 12-02-94 : Order of punishment.

Ex : M18 : 18-06-94 : Appeal of petitioner.

Ex : M19 : 10-06-94 : Proceedings of Personal Hearing by the Appellate Authority.

Ex : M20 : 09-07-94 : Order of Appellate Authority.

नई दिल्ली, 4 फरवरी, 1999

का. प्र. 636.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबन्धकों के संघ नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-99 को प्राप्त हुआ था।

[नं. एल-12012/102/93-आई.प्र. (बी-II)]

श्री. गंगाधरन, जैष्ठ्य अधिकारी

New Delhi, the 4th February, 1999

S.O. 636.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 2-2-99.

[No. L-12012/102/93-IR (B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESIDING OFFICER : CENTRAL GOVT. INDUSTRIAL TRIBUNAL : NEW DELHI

I.D. No. 60/93

In the matter of dispute between :
Shri Mangu Lal S/o Shri Sunehri Lal
C/o Shri Digvijay Singh,
Mohalla Maqbara, Najibabad,
Distt. Bijnor-246763
Versus

The Branch Manager,
Punjab National Bank,
Najibabad-246763.

APPEARANCES :

None for the workman.
Shri M. K. Rai for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/102/93-I.R.B.II dated 1-9-93 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Punjab National Bank in terminating the services of Shri Mangu Lal S/o Shri Sunehri Lal, Part-time Sweeper with effect from 30-12-1990 is legal and justified? If not, to what relief, the workman is entitled to?"

2. The workman in his statement of claim has alleged that he was employed as part time sweeper on a permanently and sanctioned post at Najibabad Branch w.e.f. 15-5-89. He was, however, being paid daily wages @ Rs. 10/- per day -- a category which has not been prescribed and/or stipulated in the service conditions envisaged by Sastry Award, Desai Award and the Bipartite Settlements. One Sheela was working as part time Sweeper earlier on half salary basis but she expired on 2-3-88. Om Prakash husband of the deceased re-marked a lady namely Arti who was also appointed in her place on daily wages but she also expired on 26-4-89 and on her death the workman Mangu Lal was appointed w.e.f. 15-5-89. After completion of six months continuous service, the workman, prayed for regularisation of his services and his case was recommended by the branch manager, Najibabad, to the Regional Manager vide his letter dated 28-11-89 but the matter

was kept in abeyance for reasons best known to the management and the workman was compelled illegally to continue on daily wages @ Rs. 10/- per day. The workman met with a road accident on 30-12-90 which resulted in multiple fractures in his left hand and left leg for which he was admitted to the hospital on 30-12-90 wherefrom he was discharged from 15-2-91 and was not able to perform his duties as part time sweeper in the bank. In his absence his son Prakash Kumar was given employment on daily wages but his services were discontinued after few months and a minor Sandesh Kumar was employed on part time basis by the Management. The workman when he became physically fit to perform his duties obtained fitness certificate from the Chief Medical Officer and submitted the same to the Branch Manager with the request that he may be allowed to resume his duties but he was not allowed to perform his duties and he then approached the conciliation officer for redressal of his grievances which resulted in the present reference. The workman has claimed that his termination of service was illegal and unjustified and was entitled to be regularised in the services of the Management.

3. The Management in its written statement alleged there was no relationship of master and servant or employer and employee between the one Mangu Lal and the Bank. Mangu Lal performing his duties of cleaning the branch intermittently in the absence of permanent part time sweeper for which he was paid Rs. 10/- per day as daily wages as and when he was required to do the above job. Mangal Lal cannot be treated as workman in terms of section 2A of the I.D. Act. Para 23.15 of the Desai Award classified employees into the following categories :

- (i) permanent
- (ii) Probationer
- (iii) Temporary employee
- (iv) Part-time employee.

There was no category in the workman cadre having status of workman as defined in the I.D. Act para 16.96 of the Desai Award specifically excludes the job workers who have been specifically engaged to do particular job work which is of temporary nature from the purview and operation of the award. The workman in his statement of claim has himself admitted that he was engaged on daily basis in place of Arti who had died and he performed the duties thereafter but in December, 89 he met with an accident and whereafter his son started performing the duties. After the discontinuance of the services of his son one Sandesh Kumar started working on the job. The workman Mangu Lal used to perform the duties on daily basis as and when requirement was there and there was no continuity of service on his part. The Management has thus alleged that the workman was not entitled to be regularised nor he be appointed as part time sweeper by the Management.

4. The Management examined Shri M. K. Ray MW1 while the workman himself appeared as WW1.

5. I have heard representative for the parties and have gone through the record.

6. A perusal of the documents/evidence produced in this case by the parties would show that there was no appointment letter indicating any terms and con-

ditions of the employment of Mangu Lal. It is admitted that he was being paid on daily basis @ of Rs. 10 per day for the day he used to work. He was not appointed on any regular basis in any of the categories which find mentioned in Sastry Award, Desai Award or Bipartite Settlements. He was performing a particular job on a fixed sum of Rs. 10/- per day and he was not being paid for any of the days when he did not work. The Bank Management has also taken a stand that there was thikana system in Nazibabad and the Nazibabd Branch fails with the Thikana System of Om Parkash husband of late Arti Devi. He had not recommended Mangu Lal for appointment as Part Time Sweeper. Moreover, he had studied upto 8th class and was not eligible for such appointment according to bank rules which employ a person as part time sweeper only if he had studied less than 4th standard. There is nothing on record to suggest that he actually met with an accident or he became fit for duties on any particular date. No such certificate of a doctor or any such circumstances has come on record and it appears that he remained silent when his son was working at the branch doing the necessary job. He objected only when his son left the job and another person was appointed for the cleaning of the premises. All these circumstances clearly establish that there was no claim of Mangu Lal for regularisation of the job of a part time sweeper and the action of the management in any way was illegal and unjustified. I, therefore, hold that the workman Mangu Lal was not entitled to any relief in this case and the action of the management was fully justified. Parties are, however, left to bear their own costs.

GANPATI SHARMA, Presiding Officer

सई दिल्ली, 4 फरवरी, 1999

का. आ. 637.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, प्रबंधन में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-3-99 को प्राप्त हुआ था।

[सं. एन-12012/93/97-आई आर. (बी-II)]

सी. गंगाधरण, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 637.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workman, which was received by the Central Government on 2-2-99

[No. L-12012/93/97-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

Shri S. B. PANSE, Presiding Officer.
Reference No. CGIT-2/50 of 1998.

Employers in relation to the Management of
Bank of Maharashtra.

AND

Their workmen.

APPEARANCES :

For the employer : Mr. R. H. Bhoir

.... Representative.

For the workmen : Shri Jaiprakash Sawant

.... Advocate.

Mumbai, the 4th January, 1999

AWARD

The Government of India, Ministry of Labour by its Order No. 1-12012/93/97/IR(B-II) dated 22-4-98 had referred to the following Industrial Dispute for adjudication :

"Whether the action of the management of Bank of Maharashtra in refusing the grant of stagnation increment to Shri A. S. Gokhale, Special Assistant, as legal and justified? If not, to what relief the said workman is entitled to?"

2. The workman filed a Statement of Claim at Exhibit-5. The management filed written statement at Exhibit-6. I have framed issues at Exhibit-7. The evidence was lead by the parties.

3. On adjourned date the parties filed a compromise purshishet at Exhibit-12. The parties agreed for the terms of the settlement. It is recorded. In the result I pass the following order .

ORDER

The reference is disposed off as settled. The terms of the settlement (Ex-12) is to form part of the Award.

S. B. PANSE, Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II AT MUMBAI

Ref. : CGIT No. 2/50 of 1998

BETWEEN

Bank of Maharashtra : Party No. I

AND

The workmen represented by the Bank of Maharashtra Karmachari Sena : Party No. II,

In the matter of the action of the Management against Shri A. S. Gokhale Spl. Asstt, S. C. Kalyan Branch.

MAY IT PLEASE THIS HON'BLE TRIBUNAL

In the above reference, the party No. I and Party No. II would like to submit joint purshish for compromise on following terms and conditions.

Brief facts :

The Ministry of Labour, Government of India, New Delhi, under section 12(4) of IBI by its letter dated 22-4-98 referred the alleged dispute to this Hon'ble Tribunal for adjudication on the following terms of reference :

"Whether the action of the management of Bank of Maharashtra in refusing the grant of stagnation increment to Shri A. S. Gokhale, Spl. Asstt. is legal and justified? If not, to what relief the said workman is entitled to?"

By notice dated 29-5-98 the Hon'ble Tribunal informed the date of hearing 29-6-98. The Party II has filed the statement of claim before the Hon'ble Tribunal and management has also filed the written statement and cross examination of the employee was in process.

1. The matter was being discussed amongst the parties for amicable settlement of the issue. After prolonged discussions on the issue involved, it is transpired that some unnoticed aspects required closed scrutiny and Shri Gokhale would be entitled to some benefits not associated with the dispute. However, with a view to have harmonious industrial relations, both the parties have agree to settle the issue as under—

Shri Gokhale will receive stagnation increments in the following manner—

Date	Stagnation increment
1-11-1987	First
1-11-1994	Second
1-11-1995	Third
1-11-1999	Fourth

The necessary arrears will be paid accordingly.

With the consent of workman, the Party II has agreed to close the dispute as "SETTLED" if the party I is ready and willing to pay stagnation increments as well as arrears thereon as stated above within 30 days from this date.

2. The party I has accepted the demand as stated above and the Party I has offered to pay stagnation increments as well as arrears thereon as stated above within a period of 30 days from this date.

With the consent of the workman, the party II has agreed not to claim other benefits like seniority, eligibility for higher allowance carrying post etc. if otherwise eligible.

The party I has willingly given the offer to Party II which has been accepted by Party II and the issue

therefore stands "Settled" in view of above terms and conditions.

The Hon'ble Tribunal is requested to treat the dispute as settled and to pass an award in terms of compromise arrived at between the parties to the reference.

Deputy Gen. Manager,
Thane Region

A. S. Gokhale
Spl. Asstt.
U. Y. Kotnis
Gen. Secy.

Bank of Maharashtra (R. H. Bhoir)
Karamchhari Sena. (Rep. of Mgt.)
(Jaiprakash Sawant, Advocate)
Date : December, 30, 1998
Place : Thane.

नई दिल्ली, 4 फरवरी, 1999

फा. आ. 638 -- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यू बैंक ऑफ इंडिया के प्रबन्धतंत्र के संरक्षित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-99 को प्राप्त हुआ था।

[मं. एन-12012/92/86-डी आई वी (ए)]
सी. गंगधरन, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 638.--In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of New Bank of India and their workman, which was received by the Central Government on 2-2-99.

[No. L-12012/92/86-DIV(A)]
C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESID-
ING OFFICER : CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL : NEW DELHI

I.D. No. 93/87

In the matter of dispute between :

Shri Rama Nath Nagar and Ashok Kumar EWS
500, Housing Board Colony, Sector 18,
Old Faridabad, Haryana.

Versus

The Dy. General Manager, New Bank of India,
Personnel Dept., G-59, Marina Hotel Build-
ing, Connaught Circus, New Delhi.

APPEARANCES :

None for the workmen.
Shri N. C. Sikri for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/92/86-DIVA dated 8-9-87 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of New Bank of India in terminating the services of S/Shri Rama Nath and Ashok Kumar w.e.f. 24-9-85 is justified? If not, to what relief are these workmen entitled?"

2. The two workmen namely Shri Rama Nath and Ashok Kumar in the statement of claim have alleged that letter of appointment was issued to them by the bank for working at Godown at Daulatabad in Gurgaon District under the control and supervision of the Bank Manager. They worked under the instructions of the bank from 27-7-84 to 24-9-1985 and 9-12-83 to 24-9-85 respectively. On 24-9-85 they were told orally that the work was over and they could collect their wages. No notice was given to them nor any pay in lieu of notice or compensation was paid to them. The workman requested the management for absorption/reinstatement with continuity of service and to treat them at par with other who had worked for the aforesaid godown but no action was taken by the management. The action of the management in not treating them at par with others and absorbing them in the regular employment was against rules and principles of natural justice. Hence this reference.

3. The Management in its written statement alleged that the reference made by the Government in this case was without application of mind and without going into the facts of the case. It was also alleged that the workman was employed as Chowkidar for the godown of M/s. Bags and Cartons Daulatabad Road, Gurgaon on direction from the Hon'ble High Court of Delhi to the Local Commissioner. The party had filed a case against the bank and the High Court had directed by appointing a Local Commission and in consequence of that order the workman was engaged as Chowkidar to look after the goods lying in that godown. The salary of the workman used to be paid from the funds of the said party and not from the bank account and the appointment of the workman was for a fixed period on the basis of a particular appointment of the Local Commissioner by the Hon'ble High Court. The workman could not be regularised by the Management of its own without going through the requirements made for regular recruitment in the bank.

4. The Management examined Harvinder Singh MW1 while Ashok Kumar workman appeared as MW1 and Rama Nath as WW2 in support of their case.

5. I have heard representatives for the parties and have gone through the record.

6. The Management representative in his oral and written arguments alleged that though the workman in his statement of claim has not mentioned his appointment on the basis of order of the High Court vide which a Local Commissioner was appointed but this fact was not disputed. The suit was filed by the party M/s. Bags and Cartons and the High Court had appointed a Local Commissioner pursuant to that suit filed by the bank against the said party. It was in pursuance of that order that the workman was appointed as a Temporary Chowkidar from that date i.e. 9-12-83 to 24-9-1985 to look after the goods lying in that godown of the said party. The workman was not required to attend office of the bank. He was paid to the debit of the said party's account and was not under the control of the bank. There was thus no privity of contract of employment involving relationship of master and servant between the two. The services of the workman were terminated on 24-9-85 as admitted by the workmen themselves and the workman was duly paid and settled off on that very day and the matter shall constitute retrenchment in view of the recent amendment to section 2(oo) of the I.D. Act. It has further been urged by the representative for the Management that in regard to engagement of temporary Godown watchman the case was covered by the Bipartite Settlement dated 19-10-66 which has not been modified even by the IV Bipartite Settlement. The said Settlement was still in force and the claimant has no legal right to ask for absorption in the Bank. His cessation of engagement having been effected according to his fixed duration of contract of engagement was valid and proper in the circumstances of the case. The Management has thus urged that there was no ground to allow the claim of the applicant in this case.

7. The workman representative on the other hand has urged that the persons junior to the claimants namely Dinesh Kumar and three others were also working at the said godown at Gurgaon have since been absorbed in the bank service on regular basis so this was a case of discrimination with the workman and they should also be absorbed on the similar terms and conditions. The claimant representative has referred to para 20.13 of the 1st Bipartite Settlement which reads as follows :—

"Temporary godown keepers and godown-watchmen who are required to look after one or more godowns belonging generally to one party and whose salary and allowances are generally borne by the parties who are owners of the goods in the godowns, shall if their work has been found satisfactory and if their services can be utilized to look after other godowns in the same place or other places in the clerical establishment of the bank, on completion of one year service, be given preference for absorption in the permanent service of the bank subject to bank's recruitment rules, if any."

He has thus claimed that the claimant be regularised in service and be treated as retrenched for which the provisions of the I.D. Act were not complied with.

8. After having gone through the points urged before me by the representatives of the parties, I am of the opinion that the points taken by the claimants representative in his written arguments does not help him at all. The para 20.13 of the Bipartite Settlement upon which the management has also relied does not help the claimants in any way. It does not make mandatory for the bank to observe such godown watchmen/godown keepers in the bank service. It only states that if the work had been found satisfactory and the services can be utilised to look after other godown in the same place or other places in the clerical appointment of the bank they be given preference in permanent service of the bank. This has not been the plea of the workman in their claim and it has not been shown anywhere that their services could have been utilised in any other godown at the same place or other places in clerical establishment of the bank. They can also not be absorbed in permanent service except through the procedure now settled for recruitment of employees in the banking industry applicable to all the Nationalised Banks in the Country. No other ground has been urged by the representative of the claimant and I, therefore, do not find any ground to direct the management to absorb the claimants in their regular employment. They were being paid from the funds of the party against whom the suit was filed and were appointed in pursuance of the order of appointment of a Local Commissioner by the Hon'ble High Court. They were doing a particular job for a fixed period and after the cessation of that job they could not be absorbed in regular employment by the bank. For purpose of regular recruitment certain provisions have been made for all the Nationalised Banks like regular advertisement interview etc. Nothing was done in this case and the claimants have no legal right to be regularised in the employment of the bank. There is no ground to allow the claim of the claimants and the action of the management, therefore, in my opinion was fully justified and did not call for any interference by this tribunal. Parties are, however, left to bear their own costs.

Dated : 20-1-99.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 4 फरवरी, 1999

का. आ. 629.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक अधिकरण, हैदराबाद के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार को 4-2-99 को प्राप्त हुआ था।

[सं. एल-12011/32/96-आई.आर. (बी-II)]
सी. गुप्ताधरन, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 639.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, I, Hyderabad as shown in the

Annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 4-2-99.

[No. L-12011/32/96-IR(B-II)]
C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I
AT HYDERABAD

PRESENT:

Sri C. V. Raghavaiah, B.Sc., B.L., Industrial
Tribunal-I, Hyderabad.

Friday the 4th day of December, 1998.
Industrial Dispute No. 60 of 1997.

BETWEEN

Indian Bank Employees Association,
The General Secretary, Indian Bank Employees
Association, C/o Indian Bank, 5-9-20/A,
Secretariat Road, Hyderabad. ... Petitioner.

AND

Indian Bank,
The Chief Manager, Indian Bank,
Zonal Office, 5-9-20/A, Secretariat Road,
Hyderabad. ... Respondent.

This case coming before me for final hearing on 18-11-98 in the presence of Sri B. G. Ravinder Reddy & Sri. S. Prabhakar Reddy, Advocates for the petitioner and Sri P. R. Prasad and Sri C. V. V. Prasad, Advocates for the Respondent and having stood over to this day for consideration, the Tribunal passed the following :

AWARD

The Government of India, Ministry of Labour, New Delhi by its Order No. L-12011/32/96/IR(B-II), dt. 11-9-97 has referred the following Industrial Dispute U/s. 10(1)(d) and Sec. 2(A) of the Industrial Disputes Act, 1947 to this Tribunal for adjudication:

"Whether the action of the management of Indian Bank, Hyderabad in refusing regularisation of the services of Sh. Shankar, who is engaged by the management since 1982 continuously as a Watchman at their Officers' quarters at Begumpet, Hyderabad is legal and justified? If not, to what relief the said workman is entitled and from what date?"

2. The petitioner union in its claim statement has contended that the workman by name Shankar is working as watchman at the bank owned building called Indian Bank Officers' Residential quarters comprising of 24 flats since 1982 and has been performing his duties to the satisfaction of his superiors by working for 12 hours a day and he has made several representations to the bank management to regularise the services in the bank as done in the case of personal Drivers of the executives in the respondent bank who are absorbed as sub-staff in the services of bank

after completion of 5 years of service as personal drivers. It is submitted that inspite of putting 15 years of service without any break, the respondent is not regularising the service of the workman Shankar though he has completed 240 days of continuous service in each calendar year for the last 15 consecutive years. The petitioner thus prayed that the respondent bank may be directed to regularise the service of the workman Shankar with effect from 1982 with all attendant benefits.

3. The respondent bank management filed a counter resisting the claim of the petitioner union. It contended that the petitioner union cannot represent individual on behalf of the third parties particularly when the person who is seeking relief is not a party to the proceedings as such the present dispute is not maintainable. The reference is liable to be rejected on that ground itself, it further contended that there is no post of watchman in the Officers' residential quarters either at Hyderabad or at any other centres of the respondent bank and the practice of appointing watchman even for branches has been gradually abolished and no fresh recruitment is done for the post of watchman for the last 2 decades. Hence in the absence of cadre post of watchman the question of regularisation of Shanker does not arise and even otherwise as per instructions of the Government of India, Ministry of Finance the bank has to follow the procedure contemplated under the Employment Exchange Act, as per which it has to notify the vacancies of all the sub-staff cadre irrespective of the nature and duration of vacancy and select the candidates through Employment Exchange as such the Petitioner union cannot seek entry of Shanker into organisation by this back door method. It further contended that Shanker was not appointed by the management at any point of time and he was engaged only by the officers occupying the residential quarters of the bank for their convenience but as per the practice and convention the management is reimbursing certain expenses incurred by the officers while they are in occupation of bank quarters for security measures and the residence of the quarters have formed welfare association and elected one of the occupants as coordinator and the said coordinator appears to have engaged Shanker as watchman which arrangement is however not binding on the management as his engagement has nothing to do with the official work of the bank. Thus according to the respondent, the engagement of Shanker is purely private affair of the occupants of the officers residential quarters of the bank that on request made by the welfare association of the officers, the bank has agreed to reimburse certain amount of expenses incurred by the occupants of the quarters but the said reimbursement of expenses does not confer any right on the petitioner to claim any appointment.

4. The respondent thus contended that there is no relationship of master and servant between the management and Shanker and the arrangement made by the coordinator does not confer any right on the watchman Shanker to seek for regular appointment in the bank as he is not a workman within the meaning of Sec. 2(s) of the I.D. Act and his status is only that of a domestic service. The respondent hence contended that there is no privity of contract. Hence this Tribunal has no jurisdiction to decide the alleged dispute.

5 It has however, admitted that the personal drivers of the executives were absorbed in to bank service but contended that they stand on a different footing and it is only a one time measure and it would not give rise to claim for the watchman Shanker to seek for his regularisation in the bank service. The respondent management thus prayed for rejecting the reference on the question of regularisation of the workman Shanker does not arise in the circumstances stated above.

6. The respondent filed an additional counter contending that the claim statement filed by the union exposing the cause of Shanker is not maintainable as the said Shanker is neither employee of the bank nor member of the petitioners union as such it cannot represent cause of a stranger. Thus it reiterated that the reference is liable to be rejected in limine.

7. On view of the above contentions, the following point arises for consideration:

Whether Sri Shanker is admittedly working as a watchman in the officers quarters belonging to the respondent bank situated in Begumpet Hyderabad is entitled to be absorbed in the respondent bank service as he is continuously working since 1982. If so the respondent management is not justified in refusing to regularise his service?

8 On behalf of the petitioner union, Mr. Shanker who is seeking his regularisation in the respondent bank examined himself as WW1 and Exs. W1 to W20 are marked. On behalf of the respondent management A. Narayana Murthy, Sr. Manager and who is presently the coordinator of officers Residential quarters, Begumpet belonging to the respondent bank was examined as MW1, one V. Muthaiah, Chief Manager, Zonal Office, Hyderabad was examined as MW2 to speak to the fact that there is no cadre of watchman in the bank service for the last 20 years and one C. Sampath, Manager in zonal office, Indian Bank, Hyderabad and Co-ordinator who engaged WW1 as watchman in the staff quarters was examined as MW3 and Exs. M1 to M3 are marked on its behalf. One V. Vijaya Gopal Rao who is working as a clerk in zonal office, Indian Bank, Hyderabad and General Secretary of the Indian Bank Employees Association i.e. the petitioner's union was examined as court witness as he has not chosen to give evidence having espoused the cause of WW1 Shanker.

9. This reference deals with the regularisation of service of one WW1 as regular employee in the respondent Bank we have certain admitted facts in this case and it is useful to set out them before going into the merits of rival contentions advanced by both the parties. The respondent bank is having residential quarters for its officers at Begumpet consisting of about 24 flats. They are occupied by the officer of the bank and no rent is collected from the occupants though it belongs to the bank. The residents of the said quarters formed a welfare association and an elected co-ordinator to oversee the activity of the association and the interest of the occupants of the quarters MW3 Sampath and MW1 Sri Narayana Murthy were elected as coordinators by occupants of the quarters for different periods.

10. WW1 Shanker, who is working as Watchman of the officers quarters since 1982 without any break

paid originally a sum of Rs. 300 p.m. as salary which was raised to Rs. 400 three years later. It was again raised to Rs. 600 per month later, on his giving Ex. W1 application. At present he is paid Rs. 800 per month. In the year 1994 his salary was raised to Rs. 750 per month and he was asked to work for 12 hours per day his salary is reimbursed by the bank though he receives it from the co-ordinator. Ex. W3 and Ex. W4 are the vouchers under which payment was made to him. There is a cellar in the bank officers quarters and WW1 is asked to deliver the vehicles which are kept in the cellar and seized by the bank belonging to the borrowers in default of payment of the borrowed amount. He was issued Exs. W5 to W9 letters by the bank authorities to return the sealed records to the owners which are kept in the cellar of the officers quarters. Ex. W13 to Ex. W17 are also some of the letters issued by the bank authorities asking him to deliver the vehicles and furniture kept in the cellar. As the services of WW1 were not regularised inspite of serving for a decade he submitted representation which was forwarded under Ex. W12 letter dt. 6-4-92 to the zonal manager by MW3 Sampath, Co-ordinator, Indian Bank quarters association for considering his case sympathetically for a permanent job in the bank as a sub staff. On the representation given by WW1, the zonal managers addressed. Ex. W10 letter dated 19-8-92 to the Asst. General Manager, Personal Department recommending for the appointment of WW1 as a permanent staff in the bank as a special case. As there was no response, WW1 gave Ex. W11 representation on 22-1-94 to the zonal Manager to consider his case for regular appointment as care taker or watchman, on a reasonable pay Ex. W18 is the letter dt. 21-1-94 addressed by MW3 Sampath, the coordinator to the zonal manager forwarding the representation of WW1 and recommending that WW1 Shanker can be posted as watchman of the flats permanently on wage scales and to consider the representation mechanically.

11. Ex. W19 is the letter dt. 27-5-94 addressed by the Chief Officer (Admn.) to MW3 co-ordinator of the Indian Bank Officers Association informing him that the reimbursement of limit of wages paid to WW1 Shanker engaged as day watchman is increased to Rs. 800 per month with effect from 1-5-94. Thus the bank has agreed to enhance the reimbursement wage limit to Rs. 800 per month which is the wages payable to WW1 from the year 1994. The executive of the bank were having personal drivers whose salaries were however paid by the bank. The petitioners union has taken up their cause for regularisation in the post of sub-staff and a memorandum of settlement was entered into on 23-7-84 by the management with the representative of the union. Under the said settlement i.e., Ex. M20 it was agreed that all the personal drivers already engaged by the bank executives, and Sr. Officials for driving the cars provided by the bank and who have completed minimum 5 years of uninterrupted service in the capacity of personal drivers shall be absorbed as a one time measure in the post of sub-staff subject to fulfilment of some conditions and norms, and their seniority was agreed to be considered from the date of initial engagement as personal drivers. The norms laid down are they must have live registration with employment exchange. They have to be treated on par with persons employed in leave vacancies of sub-staff in various

branches and the personal drivers who does not accept would not be offered the post of sub-staff in future and the post of permanent driver will be offered to sub-staff members provided they have got requisite qualifications. Thus, earlier the bank has agreed to absorb personal drivers of the executives as permanent sub-staff on the basis of the said agreement WW1 Shanker who is working as day watchman of the officers quarters belong, to the respondent bank is seeking regularisation since he is working without break of service from the year 1982. It has however come out in the evidence of not only CW1 Secretary of the petitioners union but also that of MW2 that there is no cadre of watchman in bank service for the last 20 years and peon-cum-armed guard is presently engaged to guard bank properties as there was no night watchman with regard to the bank and WW-1 Shanker is not a member of petitioners union which is a registered one. But the union has represented his case before the conciliation officer also and that the mother of WW1 was an employee of the respondent bank. It has also come out in the evidence of MWs. 1 to 3 that recruitment procedure is laid down for recruiting sub-staff and vacancies have to be notified to the employment exchange and panel of names have to be called for from the employment exchange and Ex. M1 to M3 are the circulars issued from time to time by the Government of India as well as the Central office of respondent bank with regard to the recruitment of sub staff. But the name WW1 Shanker was never sponsored by the employment exchange and no appointment order was issued to WW1 either by the co-ordinator or the officials of the respondent bank.

12. It is contended on behalf of the petitioner union that WW1 Shanker is an employee of the respondent bank though he is engaged as watchman to guard the officers quarters belonging to the bank. It is submitted that the salary of the WW1 is paid by the bank itself, that his salary has been enhanced from time to time by the bank though MW3 coordinators was said to have engaged WW1 as day watchman at the quarters. It is submitted that the work done by WW1 is permanent and continuous in nature. His services are being utilised by the bank also as he was asked to deliver the seized vehicles which were kept at the cellar of the bank quarters and that being employee of the bank his case for regularisation and absorption was recommended by MW3 under Ex. W12 and W18 and by Zonal Manager under Ex. W10 as WW1 has been working continuously from the year 1982 without break of service i.e., for the past 14 to 15 years, and that on Ex. W1 application made by the workmen WW1 the bank has raised salary as could be seen from Ex. W19 and it is the bank which is paying salary to WW1.

13. It is thus contended that the service of Shanker WW1 who has put in more than 15 years service is entitled to be regularised as engaging the workman for such a long period without regularising him would amount to unfair labour practice as per clause 10 of Schedule V of the Industrial Disputes Act. It is further contended that the petitioner union is entitled to espouse the cause of the WW1 by raising this dispute as per Sec. 36 of the I.D. Act though he is not a member of the petitioner's union. It is also contended that earlier the personal drivers of the executives have been absorbed as sub-staff after they have put in 5

years of service as per Ex. W20 agreement whereas WW1 Shanker was not regularised in spite of putting more than 10 to 15 years of service as such the respondent bank is not justified in refusing to regularise the service of WW1 Shanker. In support of the above contention besides relying on the oral testimony of WW1. MW1 to MW3 as well as CW1 i.e., petitioner relied on Exs. W1 to W20.

14. It is further submitted that simply because, the petitioner WW1 is looking after the bank quarters it cannot be said that the bank is not the employer when it is paying the salaries and as the nature of work done by WW1 is permanent and continuous in nature as he is liable to be regularised. In support of this contention the petitioner placed reliance on a decision in the case of Hussain Bai, Calcutt vs. Alath Factory Thozhilali Union, Calicut and Others in 1979 II LLJ page 397 and Bhagwati Prasad vs. Delhi State Mineral Development Corporation in 1990(I) LLJ page 320. On the decision reported in 1997(4) ALD 714 Murali and others vs. Management of Hindustan Machine Tools and in the case of union of India and others vs. Subir Mukherjee 1998 (LAB IC page 2129U). It is submitted that even if there is no category of watchman in the bank services as could be seen from the evidence of MWs. 1 to 3 and CW1, the respondent can be directed to absorb WW1 Shanker as a sub staff. In support of this contention it placed reliance on a decision in the case of Union of India Vs. Subhir Mukherjee and others 1998 LAB IC 2129 and T. Subbaiah and others vs. Commissioner of Endowments, Hyderabad 1997(6) ALT 592.

15. The learned counsel for the respondent has however contended that there is no relationship of employer and employee between WW1 Shanker and respondent bank as he was engaged as a watchman by the residents of the Officers quarters, for their safety and that merely because wages paid to WW1 was reimbursed by the bank the relationship of employer and employee cannot be inferred and similarly merely because WW1 was asked by the banks to release seized vehicles in favour of the owners which were kept in cellar inference of employer and employees cannot be drawn and further the petitioner is not entitled to represent WW1 who is a stranger and he is not a member of the union and as he has not given any authorisation to the union to espouse his cause. It is also submitted that even if it is assumed that Shanker WW1 is the employee of the bank he is not entitled to be absorbed in view of recruitment rules laid down for recruiting sub-staff as borne out by Ex. M1 to Ex. M3. It is submitted further that merely because WW1 was represented before the conciliation authorities by the petitioner's union it would not mean that the union is entitled to espouse his cause in the absence of any authorisation as WW1 is admittedly not a member of the union but a stranger. Thus according to the learned counsel, the union has no locus standi to raise this dispute and there is no relationship of employer and employee within the meaning of Sec. 2(k) of the I.D. Act. In support of this contention, he placed reliance on a decision in the case of Debraj Arya Vs. Judge, First Industrial Tribunal, West Bengal LAB IC. 1976 1685 and in support of the contention that WW1 cannot be treated as an employee of the bank merely because the wages to him were reimbursed by the bank he placed reliance on a decision in Reserve Bank of India vs. Workmen

1996(3) Supreme Court Cases 267, Punjab National Bank vs. Gulam Dastgir AIR 1978 Supreme Court 481 and also in the case of T.M.A. Rahim & Company vs. Secretary, N.A.D.B. Workers Union AIR 1959 Madras 212.

16. Thus the following short points arise for consideration; for the purpose of deciding the dispute referred to this Tribunal for adjudication :

- (1) Whether the petitioner union is having locus standi to espouse the cause of WW1 Shanker?
- (2) Whether WW1 is a employee of respondent bank, if so there is relationship of employer and employee between WW1 Shanker and respondent ?
- (3) Whether the services of WW1 is liable to be regularised in view of his un'interrupted and continuous service since 1982?

17. Point No. 1 : This deal with the questions of locus standi of the petitioners' Union. According to the learned counsel of the petitioner as per Sec. 2(k) of the Industrial Disputes Act as well as Sec. 36 of Industrial Disputes Act, the union can represent workmen by raising dispute on their behalf even if he is not a member of the union. According to the learned counsel the word "of any person" occurring in Sec. 2(k) defining the expression Industrial Dispute would show that the affected workman need not be party to the proceeding & his cause can be taken up by the union. reliance is placed on a decision in Vijayakumar Mills Limited Vs. V. M. National Workers Union 1964(2) LLJ 399 and in the case of Travancore Rubber Workers employees union Vs. I.T. Trivandrum 1962(2) LLJ 176. The learned counsel for the respondent however repelled the said contention by relying on a decision of Calcutta High Court cited above.

18. The evidence of WW1 as well as CW1, the Secretary of the petitioner's union and that of MW1 would show that WW1 Shanker is not a member of the petitioners' union. But according to CW1 the union can represent his case as per Sec. 36(b) of the I.D. Act. A perusal of Sec. 36(b) would show the workman who is a party to dispute is entitled to be represented by any member of the executive or the other office bearer of the registered trade union of which he is a member of the federation of the trade union to which the trade union referred to Clause(A) is affiliated. Provided he is a member of the union. As per clause (C) if a worker is not a member of any trade union, he can be represented any member of the executive or office bearer of the trade union connected with or by any other workmen employed in the industry in which the worker is employed and authorised in such a manner as may be prescribed. Thus, as per Sec. 36(C) a non-member of the union can be represented by the union provided authorisation in the manner prescribed is given to him and he is working in their industry.

19. CW1 has no doubt stated that he has been asked by WW1 to represent his cause. Hence the union has represented him in the conciliation proceedings also for which no objection was taken. There 421 GI/99-22

is nothing in his evidence to show that any authorisation in writing is given to him or WW1 stated in categorical terms that he is authorised to espouse his cause. On the other hand WW1 did not even whisper about the authorising the petitioner's using to take up his cause for the regularisation. Thus, it is obvious that he has not given any authorisation to the union as required U/s. 36(C) of the I.D. Act to enable the petitioner's union to espouse his cause. Now, only the union is the party before proceedings while WW1 though he is an affected party is not a party to the proceedings. Merely because the union has represented WW1 before the Asst. Labour Officer regarding regularisation of service of WW1 without objection by the respondent bank it would not by itself conclusive proof that the petitioner union has a right to represent WW1 before this Tribunal as was held in the Calcutta High Court decision relied on by the learned counsel for the respondent. The fact that the union having raised dispute did not choose to give evidence and that the Secretary of the union was examined as court witness to prove the contention of the management that WW1 is not a member of the union would show that there is no locus standi to represent WW1 Shanker a strange but not employee of bank as could be seen from the discussion in the following paras. Thus, from the facts of the case it would appear that it is a case of any individual dispute but not any Industrial Dispute as defined U/s. 2(k) of the I.D. Act. I am of the view that the workman whose interest in the dispute is not direct but remote as in the present case cannot sponsor the dispute as was held in the case Andhra Bank Limited, Hyderabad vs. The Industrial Tribunal, Central, Hyderabad, 1976 A.P.N.H. 206, and in Andhra Bank Employees Association vs. Andhra Bank and others 1978(1) ALT (4). I am of the view that decision relied by the learned counsel for the petitioner has no bearing on the facts of the case as the workman in that case is an employee of industry to which the union belongs. I therefore, feel having regard to the facts and circumstances of the case that the petitioner union which has no direct interest of its own cannot raise dispute as WW1 Shanker is not a member of its union nor he gave any authorisation in writing to the union to represent his case or employee of the Respondent Bank. The point is hence answered accordingly.

19. Point No. 2 : This deals with the question whether WW1 Shanker is an employee of the respondent bank ? If so there is relationship of employer and employee between them. According to the respondent bank? If so there is relationship of employer is the employer of WW1 which is however disputed by the respondent on the ground that he is an employee of occupants of bank officers quarters.

20. WW1 as well as CW1 have no doubt stated that WW1 Shanker is the employee of the bank and he is paid wages by the respondent bank. The evidence of WW1 further showed that he is also attending to whatever work is entrusted by the bank besides watching the quarters and including delivery of seized vehicles to their owners, and his salary is being enhanced from time to time by the bank only. The evidence of MW1 to MW3 on the other hand showed that the officers of the bank who are occupying the quarters at Begumpet elected a co-ordinator

to look after the welfare of the occupants that the WW1 was appointed as the watchman of the quarters by the co-ordinator i.e., MW3, and MW1 that his wages are paid by the coordinator which are however reimbursed by the bank from time to time and the bank has been increasing reimbursement limit due to enhancement of the salary of WW1 and WW1 is however, continuously working from the year 1982 as such the bank is in no way connected with the employment of WW1 by the co-ordinator of the quarters.

21. Thus, we have conflicting oral evidence as to relationship between WW1 and the bank i.e. whether it is the bank or the co-ordinator of bank quarters who is the employer of WW1 though there can be no doubt that the quarters belong to the bank that its officers are occupying the quarters that they are not paying any rent to the bank and that the seized vehicles of the bank are kept in the cellar in the bank. Hence we have to refer to the documentary evidence placed on record by WW1 to know who is the employer of WW1 and whether the co-ordinator is only an intermediate contractor as was held in the decision reported in 1979(II)LLJ 397 in which case it was held that the management itself is the employer.

22. Ex. W1 is the application given by WW1 to the zonal manager for enhancement of the salary from Rs. 400/- per month to Rs. 600/- per month, through the co-ordinator as elicited in the cross examination of MW1. I am of the view that simply because Ex. W1 was addressed to the zonal manager, it cannot be stated that the petitioner is the employee of the bank when the said representation was routed through the co-ordinator, if WW1 was employed by the bank itself but not by the co-ordinator as spoken to by MW1 to MW3 and if the WW1 is the employee of the bank, there is no need for WW1 to send his representation through the co-ordinator as rightly contended by the learned counsel for the respondent; Ex. W2 is the letter addressed to the co-ordinator by Chief Officer, Administration informing him that the reimbursement limit of wages paid to WW1 Shanker watchman was enhanced to Rs. 750/- per month. Thus, the Ex. W2 also would go to show that as WW1 was appointed by the Co-ordinator the bank raised the reimbursement limit. It is in the evidence of MW1 and MW3 that as and when payment is made to WW1 the co-ordinator used to inform the same to the bank which would reimburse to the extent of the wages paid. Thus Ex. W2 corroborate the testimony of MW1 and 3. Ex. W3 and Ex. W4 are said to be vouchers passed in favour of WW1 by the bank towards his salary. As per MW1 Ex. W3 and Ex. W4 are not the salary vouchers but they are the suspense account vouchers even though it is mentioned as salary paid to Shanker. He denied that bank is having ultimate control over WW1.

23. Ex. W11 is the representation made by WW1 to Asst. General Manager, Administration to consider his case for regular appointment. Ex. W10 is the letter said to have been written by the zonal manager while Ex. W12 is the letter written by the co-ordinator i.e., MW3 to the zonal manager of the bank recommending for giving permanent job to WW1 in

the bank as he is working as watchman of the quarters of the bank. Ex. W17 is another such letter by co-ordinator (MW3) to the zonal manager for absorption of WW1. I am of the view that if WW1 is really the employee of the bank but not watchman there is no need for co-ordinator to seek for regularisation of WW1 as permanent watchman of the flats. Ex. W10 is further not bearing the signature of the zonal manager by whom it was said to have been written to the Asst. General Manager,

24. The petitioner is placing strong reliance on Ex. W5 to Ex. W9 as well as Ex. W13 to Ex. W17 in support of the contention that WW1 is the bank employee as he was asked under the above letters by the bank to release the vehicles kept in the cellar of the officers quarters to the owners. The learned counsel for the respondent however contended that as WW1 is the watchman of the staff quarters in which the cellar is located and as the vehicles of the borrowers seized by the bank were kept in cellar for safe custody, WW1 was asked to release them under the above letters and the said letters would not go to show that he is the employee of the bank.

25. I find sufficient merit in the contention of the respondent. It is no doubt true Ex. W5 to Ex. W10 and Ex. W13 to Ex. W17 are addressed to WW1 by the bank authorities from time to time asking him to release the seized vehicles as payment was received from the owners. Some of the letters contained only the seal of the bank without signature of any of the bank officials. It has come out in the evidence that the bank quarters is provided with cellar and the vehicles of the borrowers which were seized for default of payment by the borrowers are kept in the cellar for safe custody. It is also in the evidence of MW1 that bank is not having the post of watchman for the past 20 years and that the security staff are posted as night watchman to protect the bank properties. Merely because the seized vehicles are kept in the cellar of the bank quarters and WW1 was asked to release them by the bank it cannot be said that he is an employee of the bank. I am of the view that being watchman of the officers quarters of which the cellar forms part and the seized vehicles are kept in the cellar without the permission of the bank authorities who have seized vehicles cannot be released by WW1. Hence I feel that his capacity is not as watchman of the quarters and not as a watchman of the bank, he has been instructed under the above letters to release the vehicle in favour of respective owners. I therefore feel that the above documents also would not in any way go to show that WW1 is an employee of the bank and disprove the evidence of MW1 to MW3 that he is only watchman of the quarters appointed by the co-ordinator whose wages are paid to him by the co-ordinator but being reimbursed by the bank from time to time by raising the reimbursement limit. Simply because the bank is reimbursing the co-ordinator the amount spent by him by way of wages to WW1, no inference can be drawn that WW1 is actually employee of the bank when admittedly there is no cadre of a watchman in the respondent bank since a long time.

26. It has been held in the decision reported in 1996(3) Supreme Court cases 367 relied on by the learned counsel for the respondent that merely re-

cause the bank is providing the subsidy or providing some facility for the canteen being run in the bank premises, the relationship of master and servant could not come into existence between the canteen worker and bank as such they are not entitled for regularisation. To the similar effect is the decision reported in AIR 1978 SC 481 relating to the drivers engaged by the employees of the bank.

27. As the officers of the bank are occupying the quarters and as watchman is required to protect interest of the occupants, there is nothing wrong in the bank agreeing to reimburse the expenses incurred by the occupants in engaging the watchman. This is what was precisely done in this case. The occupants of the flats having elected one of the person as co-ordinator engaged WW1 as watchman of the flats. There is nothing in the evidence of either WW1 or CW1 that the respondent bank has right to take any disciplinary action or direct control over WW1, simply because it has some remote control in the shape of reimbursement of the wages paid to the WW1 and it has been enhancing the reimbursement limit from time to time, it cannot be said that the WW1 is actually the employee of the bank though he is designated as watchman of the flats. Though it is contended that WW1 was earlier working in the zonal office as peon before his transfer as watchman of the flats belonging to the respondent bank, no material has been placed on record in proof of the said facts. If really WW1 was working in the zonal office WW1 would have called for such record from the zonal office as his case for permanent absorption was paid to have been recommended by the zonal office also under Ex. W10 besides by MW3 the co-ordinator under Ex. W12, 17. This circumstance also disproves the version of WW1 that before going as watchman of the quarters he worked in zonal office on daily wages.

28. I therefore feel having regard to the facts and circumstances of the case there is no force in the thrust of the argument advanced on behalf of the petitioner that WW1 is the employee of the respondent bank as such there is relationship of employer and employee between them, though he was asked to work as watchman of the quarters. I am of the view that when there is no cadre post like watchman in the bank it is difficult to believe that WW1 was taken as watchman of the bank and was asked to work in the bank quarters. The point is answered accordingly.

29. Point No. 3 : This deals with the question of absorption of WW1 as regular employee of the respondent bank. It is vehemently contended on behalf of WW1 that he has been working continuously since 1982 and discharging his duties to the satisfaction of their superiors and hence MW3 has recommended for his absorption under Ex. W12 and Ex. W18 pursuant to Ex. W11 representation given by him. It is further contended that earlier the bank has regularised the services of personal drivers of executives and absorbed them as per Ex. W20 settlement though they have worked only for 5 years but it is refusing to regularise the service of WW1 though he has been working for last 12 to 15 years. It is further submitted that even if it is assumed that there is no cadre post of watchman in the bank as admitted by CW1 and spoken to by MW1 to MW3 a direction can be

given to the respondent to absorb the petitioner WW1 as a sub-staff, as such posts are available in the bank service. In support of this contention the learned counsel placed strong reliance on a decision reported in Union of India and others vs. Shri Mukherjee and others in 1998 LAB I.C. 2129, in 1997 P. Murali and others vs. Hindustan Machine Tools; in 1997(4) ALD 714 in the case of T. Subbaiah and others vs. Commissioner of Endowments, Hyderabad and another; 1997(6) ALT page 599 and also on the decision in All India Statutory Corporation vs. United Labour 1997(1)LLJ Page 1113 rendered under Labour Contract Act.

30. The learned counsel for the respondent however repelled the above contention. He has submitted that as there is no cadre of watchman and as WW1 is not the employee of respondent, the question of his absorption does not arise. He further submitted that merely because personal drivers of executives of the bank were absorbed as sub-staff under Ex. W20 which is a one time measure it will not confer right on WW1 to seek his absorption as sub-staff. It is further contended that for recruitment of sub-staff procedure is prescribed, that the minimum qualification providing for notifying vacancies to the employment exchange calling for a panel of names from them and selecting them after interviews and preparing a panel of the selected candidates for being appointed as when the vacancies arise in the category of sub staff and WW1 as per his own admission is not educated and his name was not sponsored by the employment exchange at any time as such he cannot claim for absorption merely because he worked for a number of years. It is submitted that WW1 was engaged as watchman as his mother worked in bank earlier and the length of service in this case would not confer any right for absorption. He placed reliance on Exs. M1 to Ex. M3 circulars issued by the Government of India to the bank for recruitment of sub-staff.

31. On a consideration of the submission made by the learned counsels and the material placed on record I find no merit in the contention of the petitioner and I held that no case has been made out to hold that the respondent bank is not justified in regularising service of WW1. The material placed on record would clearly go to show that WW1 is working as watchman of the officers quarters which of course belong to the respondent bank. There is no cadre of watchman in the bank since a long time and duty of protecting the bank and its properties is entrusted to security persons provided by security agency. In the absence of cadre of watchman in the bank service no direction can be given to regularise WW1 as at watchman. Of course the bank can absorb him as sub-staff in case he is held to be the employee of the bank and satisfy the conditions laid down in Ex. M1 to Ex. M3 and spoken to by MWs 1 to 3 which is not disputed by CW1.

32. Ex. M1 is the instruction given by the Government of India to the Chairmen, Managing Directors of the banks as per the said instructions of the bank authorities are directed to notify the employment exchange the vacancies of sub-staff irrespective of the nature and duration of vacancies and recruit the sub-staff through the medium of employment exchange

and if suitable candidates are not available from the employment exchange resort could be had to the recruitment other than employment exchange but only after obtaining non-availability certificate from the appropriate employment exchange. The said circular was issued as early as in 30-9-78. Ex. M2 is the comprehensive instructions issued by the Dy. General Manager, Personal of the respondent bank regarding engagement of persons during leave vacancies of sub-staff. It prohibits engaging candidates directly without prior permission from the higher authorities and engaging them for more than the maximum number of days permitted per month, non-submission or partly refusal of the candidates engaged and not obtaining confirmation of the regional and zonal manager for day to day engagement of persons. As per the said circular minimum and maximum age is fixed for recruitment of sub-staff which is relaxable by 5 years in case of SC and ST candidates, by 10 years in case of physically handicapped persons at the time of initial engagement and at the time of final engagement and also prescribes minimum and maximum educational qualification as per which the minimum qualification is 5th standard and maximum qualification is 7th standard. The selection procedure prescribed is whenever the branch is in need of the person to engage in the leave vacancies of sub-staff, in consultation with the regional manager or zonal manager and with their approval it must write to respective employment exchange spelling out the norms and requesting it to sponsor candidates. The bank should then scrutinise it, and forward the scrutinised list of candidates to the respective regional and zonal managers who in turn call the candidates for personal interview and select the candidates informing the branches and in case the persons sponsored by employment exchange were not conforming to the norms of the bank the branch manager should obtain non-availability certificate from the employment exchange and the regional and zonal managers have been strictly instructed not to engage any person not sponsored by employment exchange after 1-4-81. It is further stated that in respect of candidates who were engaged directly without being sponsored by employment exchange they are required to produce live registration with employment exchange and such candidates should continue till their registration is alive until they are absorbed in the service permanently. Thus as per the said circular, only candidates sponsored by employment exchange have to be recruited as sub-staff and if any person is recruited directly without the agency of employment exchange they should keep their registration with employment exchange alive and produce the same whenever required till they are absorbed in service of the bank permanently.

33. There is nothing in the evidence of WW1 to show that he has registered his name in any employment exchange or that his registration is kept alive. In the absence of such a material on record, I am of the view even if it is assumed that WW1 was engaged by the bank his services cannot be regularised even as a sub-staff as there is no cadre of watchman in the bank service as he has not complied with these conditions of registrations prescribed in Ex. M2.

34. Ex. M3 is also instructions issued by Government of India on 16-8-90 to the Chief Executives of

all the public sector banks with regard to recruitment and absorption of temporary employees of the bank. As per the said instructions all the banks are informed that the recruitment of all the temporary employees in clerical and subordinate cadre shall be stopped forthwith and in respect of staff who are already on the rolls of the bank they will be regularised in terms of approach paper and for the current requirement they may utilise the existing panel of temporary employees and in case these employees are not taken from the employment exchange, the bank has to approach the DGET directly seeking for exemption and until the problem of existing temporary employees is fully resolved no bank will be permitted to make any temporary appointment and for future requirements bank has to approach Governments. Thus Ex. M3 also prohibits recruitment or absorption of any person as such staff without following guidelines given for recruitment and absorption of sub-staff from time to time. I am of the view that simply because a WW1 is engaged for continuous period he cannot be permitted to enter bank service in back door method leaving the rules of recruitment to winds as it would affect adversely the chances of persons who have registered their names in employment exchange and waiting for call letters from the employment exchange since a long time. I am of the view that the decisions relied on by the learned counsel for the petitioner, have no application to the facts of the case as they are in respect of whom there is relationship of employer and employee and whose services have not been regularised inspite of their putting number of years of service. In the decision of Supreme Court cited by the learned counsel for the petitioner in 1998 LAB IC 2129 it was held that the labours engaged by the Railway contractor was doing the work of railways is an employee of railways as such he is entitled to be absorbed in regular group 'B' of employees as they have been in uninterrupted services for the last 10 years. Similarly in the decision reported in 1994(4) ALD 714 the casual labours engaged on daily wages for more than 1-1/2 years in the respondent organisation Hindustan Machine Tools were held to be entitled in regularisation of service and the fact that the company suffered losses is no ground for refusing to regularise their service. Being the decision reported in 1997(1) LLJ Page 1113 is in respect of contract labours engaged after prohibition of their employment under contract labour (Regulation and Abolition) Act. It is held that they are the employees of principal employer. Hence liable to be absorbed.

35. It has been held in the case of State of Haryana and others vs. Piara Singh and Others, 1992 LAB I.C. 2168 at para 14 that the orders issued by Government that only those employees who have been sponsored by employment exchange is reasonable and wholesome requirement designed to curb and discourage back door entry and irregular appointment. Similarly in D.D.H. Employees Union Vs. Delhi (Admin.), 1992 (2) LLJ 452, it has been held indiscriminate regularisation of illegal employment at the cost of their waiting or the employment exchange in Jeo Paradise the public interest.

36. In view of the above authorities and in view of Ex. M1 to Ex. M3 circulars and as no material is placed on record by WW1 in proof of the fact that he

is having minimum educational qualification of Vth standard or his employment registration is alive as admittedly he is not sponsored by employment exchange at any time, I am of the view that he is not justified in demanding the respondent bank to regularise his service. I am of the view that merely because the co-ordinator has recommended for his permanent absorption under Exs. W12 and Ex. W18 based on Ex. W11 representation given by WW1, it will not confer any right on WW1 to seek for his regularisation either as a watchman which post admittedly does not exist or as the sub-staff in the absence of post of watchman as WW1 is not an employee of the respondent.

37. I am also of the view that merely because as one time measure the drivers of personal executives of the bank have been absorbed as sub-staff under Ex. W20 settlement, it will not give raised for claim for WW1 to seek for his absorption also as a sub-staff on the ground that he has been serving as a watchman of the quarters since 1982. It has come out in the evidence of CW1 secretary of the petitioners union that there was no settlement with regard to persons engaged as watchman for their absorption similar to Ex. W20 regarding the personal drivers of the executives. In the absence of such a settlement with regard to watchman which cadre is admittedly not in existence in bank service since a very long time, I feel the question of absorption of WW1 either as watchman or in the alternative as sub-staff does not arise. The point is hence answered accordingly.

38. Hence on a careful consideration of the evidence placed on record, I am of the view that there are no grounds to hold that the respondent bank is not justified in refusing to regularise services of WW1 Shanker watchman of their officers quarters at Begumpet. The point is answered accordingly.

39. In the result an award is passed holding that no case has been made out to give any direction to the respondent bank to regularise the services of WW1 Shanker who is working as Watchman at the Officers quarters of the respondent. It is however open to the respondent to consider the request of WW1 if he is otherwise eligible in view of his long service.

Dictated to the Senior Stenographer, transcribed by her, corrected by me and given under my hand and the seal of this Tribunal, this the 4th day of December, 1998.

C. V. VAGHAIAH, Industrial Tribunal-I

Appendix of Evidence

Witnesses Examined for
the Petitioner :

WW1 M. Shanker

Witnesses Examined for
the Respondent :

M.W1 A. Narayana Murthy

M.W2 B. Muthaiah

M.W3 G. Sampath

Witness examined by the
Court :

C.W1 B. Vijaya Gopala Rao :

Documents marked for the Petitioner :

Ex. W1 Application dated 7-2-90 submitted by WW1 for enhancement of salary.

Ex. W2 Order dated 29-4-94 enhancing the wages of WW1.

Ex. W3 Payment made to the WW1 and others payment voucher dated 1-1-94 (xerox copy).

Ex. W4 Payment made to the WW1 and others payment voucher dated 2-2-94.

Ex. W5 Instruction give to WW1 to deliver vehicle No. ABI 8592.

Ex. W6 Instruction give to WW1 to deliver vehicle No. AIU 6323.

Ex. W7 Instruction give to WW1 to deliver vehicle No. ABD 9346.

Ex. W8 Instruction give to WW1 to deliver vehicle Nos. ATY 2732 and ATX 6340.

Ex. W9 Instruction give to WW1 to deliver vehicle Nos. AHA 3042 & ABX 2491.

Ex. W10 Representation dated 19-8-92 made by WW1 to Asst. General Manager (Personal), Indian Bank, Madras for permanent appointment.

Ex. W11 Representation dated 22-01-94 given by WW1 for regularisation.

Ex. W12 Letter dated 6-4-92 addressed by Co-ordinator.

Ex. W13 to W17 Letters addressed by the Co-ordinator for delivery.

Ex. W18 Letter dated 21-1-94 of previous co-ordinator for permanent absorption dated 21-1-94.

Ex. W19 Letter dated 27-5-94 of Co-ordinator to the Banker for increase of wages of WW1.

Ex. W20 Agreement dated 23-7-94 between the management and employees regarding absorption of personal drivers of executive.

Documents marked for the Respondent :

Ex. M1 Circular issued by Government of India with regard to recruitment of sub-staff in public sector banks and financial institutions through employment exchange.

Ex. M2 Circular issued by the Central Office for engagement of persons in leave vacancy of sub-staff.

Ex. M3 Xerox copy of Government of India regarding absorption and recruitment of temporary employees for public sector banks.

नई दिल्ली, 4 फरवरी, 1999

justified ? If not, to what relief is the workman entitled ?”

C.R. NO. 83/1991

I PARTY

Shri S. A. Bhandary,
Represented by
The General Secretary,
Syndicate Bank Staff Assn.
Anooradha Building, Near
Ananda Rao Circle, S.C. Road,
Bangalore-560 009.

II PARTY

The Assistant General Manager,
Syndicate Bank,
Zonal Office,
P.B. No. 142,
Bengaluru-590 002.

2. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial disputes Act, 1947, has referred this dispute vide Order No. L-12012/42/91-IR (B-II) dated 26-11-1991 for adjudication on the following schedule.

SCHEDULE

“Whether the action of the management of Syndicate Bank in imposing the penalty of stoppage of two increments with cumulative effect on Shri S. A. Bhandary, Clerk, is justified ? If not, to what relief is the workman entitled to?”

COMMON AWARD

3. The cause of the above workman was espoused by the General Secretary, Syndicate Bank Staff Association. Since the facts and the circumstances of the cases of these two workmen are identically natured and therefore a common award is passed.

4. The workmen Shri J. K. Shenoy and Shri S. A. Bhandary are the concerned workmen in these disputes. Both the workmen joined the bank as attenders. They have been promoted to the cadre of Clerks. They have been transferred from Belgaum to Pant Balakundri branch after they are promoted on 13-2-1984 and 14-2-1984 respectively.

5. Both the workmen were eligible to claim Travelling expenses of shifting the house hold luggage to transferred place. Both the workmen claimed reimbursement of shifting the house hold luggage from Belgaum to Pant Balakundri of Rs. 177.90 and Rs. 177.40 respectively. However, the second party on its own source appears to have found that the claim made by the concerned workmen was not genuine. Therefore the second party issued charge sheet on 29-7-1987 as their acts amounted to gross misconduct vide clause No. 19.5(j) of the Bipartite Settlement. An officer of the Bank Shri N. K. Sachidananda, has conducted the joint enquiry and gave a report against the workmen. The disciplinary authority and the appellate authority concurred with this findings and imposed stoppage of next two increments with cumulative effect against both the workmen.

6. In respect of claim statements the workmen have questioned the validity of domestic enquiry.

का. आ. 640.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडिकेट बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बेंगलूर के पंचाट का प्रकाशित करता है, जो केन्द्रीय सरकार का 2-2-99 को प्राप्त हुआ था।

[सं. एन. 12012/55/91-आई.आर.बी.-II),

एन-12012/42/91-आई.आर.बी.-II]

सी. गंगाधरण, डैस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 640.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 2-2-99.

[No. L-12012/55/91-IR (B-II),

L-12012/42/91-IR (B-II)]

C. GANGADHARAN, Desk Officer
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE.

Dated : 13th January, 1999

PRESENT :

JUSTICE R. RAMAKRISHNA, Presiding Officer.

C.R. NO. 39/1991

I PARTY

Shri J. K. Shenoy,
Represented by
The General Secretary,
Syndicate Bank Staff Assn.
Anooradha Building,
Near Ananda Rao Circle,
S. C. Road,
Bangalore-560 009.

II PARTY

The Assistant General Manager,
Syndicate Bank, Zonal Office,
P.B. No. 142, Belgaum-590002.

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial disputes Act, 1947 has referred this dispute vide Order No. L-12012/55/91-IR (B-II) dated 25-6-1991 for adjudication on the following schedule.

SCHEDULE

“Whether the action of the management of Syndicate Bank in imposing punishment of stoppage of next two increments with cumulative effect on Shri J. K. Shenoy, Clerk is

They have further contended that the enquiry officer was biased and the report is perverse and bad in law.

7. Initially this court proceeded to decide the validity of domestic enquiry by examining the enquiry officer and the affected workmen. By a considered order dated 7-12-1998 a finding was given in favour of the second party. Therefore, the next step in the case is to find out whether the report of the enquiry officer is perverse and if there was any scope for committing unfair labour practice and victimisation against the workmen.

8. The law is well settled that while exercising the power of judicial review in a disciplinary case the Tribunal or the High Court cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority shocks the conscience of the High Court or the Tribunal, it can appropriately mould the relief either directing disciplinary appellate authority to reconsider the penalty imposed or to shorten the litigation it may itself in exceptional and rare case impose appropriate punishment with cogent reasons in support there on.

9. According to the second party these workmen have not shifted house-hold luggage but they have made a false claim by producing forged documents. This material is placed by the witness for the management Shri R. B. Nayak Malagi, Officer of the Bank. A preinvestigation was conducted and a report was made. A report under letter marked as MEX-5 said to have written by A. K. Agencies through whom the workmen said have been transported their articles in a tempo bearing No. MEH. 4211 was a tramp card for the second party. In the said letter, One Sudhir Kulkarni addressed to the Deputy Divisional Manager, had stated that on verification of the receipts MEX-2 and MEX-4 that the handwriting and the signature was not made by him. He also stated that their company has not transported the goods in Tempo No. MEH. 4211. He also stated that the letter head used to prepare the bill is not from his company. The enquiry officer has strongly relied on this statement and held that the charges are proved.

10. The workmen have examined altogether seven witnesses with some rent receipts to show that they have resided at Pant Balekundri in the rented house from March 1984 to August, 1984 and there after they started travelling from Balekundri as they could not cook and maintain themselves. The enquiry officer has not accepted the evidence of the Land Lords and other persons who have corroborated their stay at Balekundri.

11. Therefore, it is the main contention of these workmen that the order of the enquiry officer is perverse, for the reason that without examining the author of MEX-5 and further disbelieving the evidence of their witnesses, the enquiry officer passed an Order which is perverse.

12. "A perverse Order is defined as an Order made in conscious violations of pleadings and law. A perverse finding means a finding which is not only against weight of evidence but it is altogether the evidence itself".

13. Therefore, it is the contention of the workmen that the findings in the report can not be accepted.

14. It is true that the enquiry officer has not given an opportunity to cross examine the management witness in the domestic enquiry. It is also true that the manager of M/s. A. K. Agencies, who is author of MEX-5 was not examined. Therefore, placing reliance on un rebutted evidence is legally unsustainable. But in a domestic enquiry strict rules of Evidence Act generally will not be taken as criteria but to satisfy the principles of natural justice the workmen would have been afforded to cross examine MW-1. The enquiry officer, therefore has not eligible to say in his report that "the documentary evidence MEX-5 submitted by the management representative went on record un rebutted and clearly establishes the lapses of the chargesheeted employees" (page 10 of the report). To this extent there is no impediment to hold that the findings of the enquiry officer satisfies the distinction of perversity. To make such a remark, either there should not be any cross examination or such efforts are not made by the workmen to cross examine the witnesses. When the enquiry officer has not given an opportunity to cross examine MW-1, he can not point out that it is a lapse on the part of the charge sheeted employees. The letter heads produced by the workmen MEX-2 and MEX-4 contains the same wordings as it relates to the name of the company, address etc. Therefore, unless a person who denies the said letter head as not belongs to their company and signature is not his signature shall be made to say under oath by examining this witness. The workmen were not given any opportunity to cross examine MW-1. They have not been allowed to cross examine only on the ground that they have been found absent. There is absolutely no cogent given by the enquiry officer for not accepting the evidence of witnesses examined by the workmen.

15. In these circumstances the reasoning of the enquiry officer is not supported by the legal evidence as it relates to proving of the documents Exhibit MEX 4 and MEX-5.

16. In these circumstances the second party would have been afforded a benefit of doubt in favour of the workmen. A direction can not be given to disciplinary authority to reconsider the penalty imposed, due to the long lapse of delay. Hence the following order is made.

ORDER

17. The second party are not justified in imposing the punishment of stoppage of next two increments with cumulative effect. The reference are answered accordingly.

(Dictated to the stenographer, transcribed by her, corrected and signed by me on 13th January, 1999).

Justice R. RAMAKRISHNA, Presiding Officer.

नई दिल्ली, 5 फरवरी, 1999

का. आ. 641.—प्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिडिकेट बैंक के प्रबन्धकों के संबंध में नियुक्तों और उनके कर्मचारों के बीच, संबंध में निर्दिष्ट

औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-2-99 को प्राप्त हुआ था।

[मं. एल-12012/360/94-आई.आर. (बी.-II)/डीII(ए)]
सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 5th February, 1999

S.O. 641.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 4-2-99.

[No. L-12012/360/94-IR(B-II)/DII(A)]
C. GANGADHARAN Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESID-
ING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, NEW DELHI
ID No. 51/95

In the matter of dispute between :

Shri Prem Parkash S/o Shri S. D. Shukla,
No. 55, Mohamadpur, Govt. Colony,
Sector II, R. K. Puram, New Delhi,

Versus

Assistant General Manager,
Syndicate Bank,
6, Bhagwan Dass Road,
Sarojini House,
New Delhi-1.

APPEARANCES :

Workman in person

Shri Rajesh Mahendra for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/360/94-I.R. B-2 dated 19-4-95 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the management of Syndicate Bank, New Delhi in dismissing Shri Prem Prakash, Clerk from service w.e.f. 15-7-93 is legal and justified? If not, to what relief is the said workman entitled?”

2. The brief facts of the case as established from the pleadings of the parties are that the workman Shri Prem Parkash Shukla a clerk in the Management Bank was dismissed from the services of the Bank, vide dated 15th July, 1993, with effect from 15th July, 1993 on the basis of chargesheet dated 16th July, 1991, for major penalty on the charges :

- (i) Without maintaining sufficient balance the workman withdrew amounts from his sav-

ings bank account No. 110680 maintained at S. N. Depot Extension Counter, jointly with his wife.

- (ii) In order to cover up the above acts the workman removed/caused to be removed the relevant ledger sheets and also the sub-day sheets from the records of the Extension Counter.

Subsequently, when the act of misconduct on the part of the workman was detected he confessed guilt, gave a letter to the Manager of the Branch stating that he had inadvertently withdrawn a sum of Rs. 1400 from his savings bank account against a balance of Rs. 400 and that he deposited Rs.1000 on 12th January, 1991. The workman apologised for his misconduct and gave assurance that in future he shall be very much careful to see that no excess amount is withdrawn. The workman confessed about the destroying of the documents before Shri Vinod Wadhwa, Sub-Manager, R. K. Puram (Sector V). The workman filed an appeal which was dismissed by the Appellate Authority, vide letter dated 3rd November, 1993. The workman has challenged the action of the Bank in awarding him the punishment of dismissal. Besides other grounds, he has stated that the enquiry was neither fair nor proper, and as such, his dismissal is unjustified and illegal.

3. That as the workman challenged the fairness of the enquiry, this Hon'ble Tribunal was pleased to frame an issue to this effect :

“Whether there was fair and proper enquiry in the case?”

4. The workman in paras 9 and 10 of his claim petition pleaded that the enquiry officer did not held the enquiry in a proper and fair manner. The Enquiry Officer was biased and prejudiced against the workman. The Enquiry Officer did not do justice, he favoured the management by guiding the management representative and management witnesses. In addition, the Enquiry Officer refused to take on record various statements, objections of the defence sought to be created on record, denied and deprived the workman of reasonable and fair opportunities of defence. The workman had to give letter dated 27th February, 1992, addressed to the Enquiry Officer to record its protest and the Enquiry Officer did not care to the objections of the defence, the Enquiry Officer enlarged the scope of allegations levelled against the workman and that the contents of the chargesheet are vague and ambiguous and that the Enquiry Officer had enquired into five allegations, against two allegations levelled in the chargesheet. The Management denied all the allegations in its written statement and pleaded that they rely upon the proceedings of the Enquiry Officer. It was stated that the Enquiry Officer had only split the circumstances appeared against the workman in the chargesheet into 5 punishments to be simplified and all these points are part of the chargesheet. The Enquiry Officer indicated that these circumstances are the allegations against the petitioner in the chargesheet and no new charge or allegation has been levelled by the Enquiry Officer.

5. That the management in support of their case filed the affidavit of Shri K. Lakshminarayan, Enquiry Officer. The workman filed his own affidavit and that of Shri S. P. Mehra, his defence representative, who was appearing for the workman before the Enquiry Officer.

6. That from the pleadings, affidavits and evidence on record, it is established that in the present case a fair and proper enquiry was conducted. The workman, in his cross-examination, has admitted that he was given notice by the Enquiry Officer for appearing in the Enquiry proceedings, he was given the opportunity to appoint defence representative of his choice, all the documents and copies were supplied to him, and he participated in the enquiry. He denied the suggestion that he was allowed to cross-examine all the witnesses, he was given opportunity to produce evidence, his objections were properly heard and decided by the Enquiry Officer and that the Enquiry Officer was not biased and did not guide any of the witnesses of the management. Shri S. P. Mehra, MW2, could not state in his cross examination as to which of the witnesses he was not allowed to cross-examine and further admitted that he did not examine any witness nor filed any documents after the conclusion of the management evidence during enquiry. He denied other suggestion regarding that the enquiry was fair and proper. The allegations of the workman were against record in as much as the objections raised by the workman in his letter dated 27th February 1991, were decided in the proceedings sheet dated 27th February, 1991. It is also established on record that the workman had admitted his guilt of knowingly withdrawing excess amount and destroying all the savings bank ledger sheets. The proceedings further show that the MW1—Shri J. R. Prabhu, Officer in the Vigilance Unit and MW2—Shri Vinod Wadhwa, were cross-examined by the workman at length and their testimony could not be shattered in any manner. During the course of cross-examination of MW2, it was suggested by the workman that the letter of apology does not constitute confession. As the workman had admitted his guilt, he raised frivolous objections from time to time to prolong the matter and did not come forward to examine himself or produce any evidence on his behalf.

7. That Shri K. Lakshminarayan, Manager, Syndicate Bank/Enquiry Officer was cross-examined before this Tribunal and he categorically stated that he conducted the enquiry in accordance with the provisions of the Bipartite Settlement applicable to the workman and also according to the principles of natural justice. The workman was defended by his defence representative during the enquiry. No specific question was put to him regarding his alleged bias against the workman.

8. That the enquiry in this case was conducted in conformity with the procedure and practice of the domestic enquiry. After the enquiry, a copy of the enquiry report was given to the workman and he was given personal hearing regarding with respect to the nature of punishment. The workman and his representative availed the opportunity. After considering the submissions of the workman, the Disciplinary Authority came to the conclusion that the charges against the workman have been proved and awarded 421Gh99—23

the punishment. It was established during the enquiry that the workman was guilty of having withdrawn the amount over and above his balance and destroyed the relevant records by removing or causing to remove the same from the Bank. The workman filed the appeal and he was given personal hearing. The Appellate Authority passed a speaking order.

9. After considering the points urged before me by the representatives of the parties, I am of the opinion that it can easily be implied that there is no illegality found to be committed by the Management in the action taken by them against the workman. Parties are, however, left to bear their own costs.

10. I have heard the representatives for the parties regarding quantum of punishment awarded to the workman in this case. Since the matter is concerned with embezzlement in a financial institution where the public funds are deposited due to faith in the organisation, the misappropriation of funds or over-drawing the amount is a matter committed after pre-meditation and is not due to any sudden provocation or without considering all the aspects of the mischief. I, therefore, am of the opinion that the punishment awarded to the workman was in accordance with the defence for which he has been charged with and, therefore, do not find any ground to interfere with the said punishment. The action of the management was, therefore, fully justified.

2nd February, 1999.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 2 फरवरी, 1999

का. आ. 642.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ मैसूर, बंगलौर के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-1999 को प्राप्त हुआ था।

[सं. एल-12012/237/93-आई.आर. (बी-I)]

सनातन, डेस्क अधिकारी

New Delhi, the 2nd February, 1999

S.O. 642.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Mysore, Bangalore and their workman, which was received by the Central Government on 1-2-1999.

[No. L-12012/237/93-IR (B-I)]

SANATAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE

Dated 6th January, 1999

PRESENT:

Justice R. Ramakrishna, Presiding Officer
C.R. No. 18/1994

I PARTY

The General Secretary
State Bank of Mysore
Employees Association
544, 32nd Cross, IVth
Block, Jayanagar,
Bangalore-560 011.

II PARTY

The Managing Director
State Bank of Mysore
K.G. Road, Head Office
Bangalore-560 009.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/237/93-IR, BI dated 11-2-94 for adjudication on the following schedule.

SCHEDULE

"Whether the action of the management of State Bank of Mysore in not paying Head Watchman Allowance to Shri Thirumalaiah is justified? If not, to what relief the workman is entitled to?"

2. The cause of the first party is espoused by the General Secretary, State Bank of Mysore Employees Association. The first party joined the second party bank on 6-1-1982 in the watch and ward staff. He claims that he was an Armed guard.

3. The contention of the workman is that after his appointment the second party paid the Head Watchman Allowance for only 2 months in the year 1988. He has not disputed the fact that the H.W.A. is payable to the senior most among the workman in that cadre. His further contention is that he is the senior most in the cadre of watchman who is performing the watch and ward duties and he is also an armed guard to watch the strong room.

4. According to this workman the second party are paying this allowance to one Shri D. Kariyappa who is not performing any duty as Head Watchman. Since he is doing the work of an armed guard the payment of H.W.A. to Shri D. Kariyappa is not sustainable. According to him Shri D. Kariyappa is performing the duties of a peon. On these averments he prayed for an Award to declare the action of the management in not paying the H.W.A. to him is not justified and there shall be direction to pay the H.W.A. to him with arrears.

5. The second party in their counter statement have justified the payment of H.W.A. to Shri D. Kariyappa, the senior most in the cadre. According to the second party this workman has not joined as Armed guard on 6-1-1983. They have further contended that H.W.A. will be paid to senior most employee and infact Shri D. Kariyappa is the senior most and, therefore, he is eligible for H.W.A. It is further contended that when ever head watchman absents the incharge watchman will be paid the allowance. They have also denied the existence of any strong room at Doddaballapur branch which required armed guard as per the instructions of the Reserve Bank of India.

6. On the above pleadings this tribunal has framed one issue on 8-8-1996.

"Whether the first party is entitled to get an Order of payment of allowance payable to the Head Watchman by the second party."

7. The workman examined himself as WW-1. The Bank has examined Chief Manager (Personnel) as MW-1. The learned advocates addressed arguments.

8. Initially it is to be pointed out that the points referred in the schedule is vague as the union which espoused cause of the workman have not placed the necessary materials before the conciliation officers. Admittedly Shri D. Kariyappa is the person who will be affected if any order is passed in favour of the first party workman. Therefore, the schedule to the reference would have been worded to give a cause of action to D. Kariyappa to participate in the adjudication. However due to the stand taken by the second party an indirect assistance is given to Kariyappa.

9. The first party in his evidence deposed that he is working from last 11 years in the above branch as watchman. Prior to this appointment he was in ASC Centre for 10 years. He was made as armoured guard after 3 years from date of his appointment. He was paid H.W.A. for 2 months and thereafter Mr. Kariyappa was appointed as Head Watchman. He further states that Mr. Kariyappa does not possess a licence to handle gun and he never worked as armoured or head watchman. He further states on request to branch manager he was informed his ineligibility as per Ex. W-1.

10. In cross-examination he, has not disputed the fact that Mr. Kariyappa was senior to him. He has admitted for having not produced any documents to evidence the military service. He has also no documents for having received H.W.A. for 2 months as contended by him. He does not show his ignorance that H.W.A. will be given to senior among the Watchman.

11. The Chief Manager who gave evidence for the second party has stated that between Mr. Kariyappa and Mr. Thirumalaiah, Kariyappa was senior as per Ex. M-2. In a meeting conducted on 5-12-90 by the management with the union, several issues were resolved and one of the issue was special allowance carrying post where it was decided the eligibility should be on the centre wise seniority. Mr. Kariyappa as a matter of fact, senior and, therefore, he is eligible.

12. In the cross examination this witness has not denied that Mr. Kariyappa is appointed as peon cum watchman and Shri Thirumalaiah was purely as a watchman. When a specific question on qualification of Kariyappa, this witness has stated that the Kariyappa was a watchman and he was senior, the post of head watchman was given to him. This witness has not accepted that Mr. Kariyappa and Mr. Thirumalaiah are in different categories and therefore Mr. Thirumalaiah is eligible.

13. It is crystal clear that the bank adopted special allowance carrying post in accordance with an agreement Ex. M-3. At Sl. No. 11 it is resolved as follows:

"In terms of the existing understanding, vacancies in special allowance carrying posts are being filled up from among the senior persons in a particular branch. Occasion could rise under this arrangement, where a person will be required to work under a person junior to him. In the circumstances, the Union representatives wanted that the selection of employees to special allowance carrying posts be done according to centre-wise seniority instead of Branch seniority.

The Management agreed to fill up the vacancies carrying special allowances both in sub-staff cadre as well as clerical cadre like Cash Peon, Daftary, Head Peon, Head Messenger at all places with more than one branch of our Bank on the basis of centre-wise seniority of all the staff members working at such centres, excepting Special Assistant, Head Clerk, ALPM Operator, Audit Assistant, Stenographer, Head Cashier."

14. Under Ex. M-4 the allowance carrying post are determined by seniority under special staff cadre, Cash Peon, Head Messenger and Head Watchman are eligible for allowance carrying post.

15. In the service sheet Ex. M-1 Mr. Kariyappa was appointed on 9-7-79 as watchman cum peon. Mr. Thirumalaiah was appointed on 6-7-1983 as a watchman. Infact it was conveyed to Mr. Thirumalaiah under Ex. W-1 that he is not eligible for H.W.A. as there is already a Head Watchman in the branch.

16. The learned advocate for the first party tried to distinguish the posts held by these 2 persons and according to the learned counsel, the term watchman was rolled in the service sheet of the respective persons, but the management who recognised only the first party as watchman. This is totally a fallacious argument. It is stated by MW-1 that in the event the said Mr. Kariyappa promoted to higher grade the eligibility of H.W.A. will come to Mr. Thirumalaiah. Therefore, Mr. Thirumalaiah cannot claim this as a matter of right. He shall fulfil the eligibility qualification to get H.W.A. He cannot deprive his co-workman who is senior to get his Head Watchman Allowance. He has also not placed any material that he is working as armoured guard. Infact no such designation given to watchman nor such category exists. Therefore the issue framed by this tribunal is held in the negative.

17. In the result the action of the Management in denying Head Watchman Allowance to Mr. Thirumalaiah is justified.

(Dictated to the Stenographer, Transcribed by her, corrected and signed by me on 6th January, 1999. Wednesday).

Justice R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 2 फरवरी, 1999

का. आ. 643—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वायसा बैंक लिमिटेड, बंगलूर के प्रबन्धन में संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रधिकरण बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-99 को प्राप्त हुआ था।

[सं. एन-12012/165/93-आई.आर. (बी-1)]

सनातन, रैस्क अधिकारी

New Delhi, the 2nd February, 1999

S.O. 643.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vysya Bank Ltd., Bangalore and their workman, which was received by the Central Government on 1-2-1999.

[No. L-12012/165/93-IR(B-I)]

SANATAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE
Dated 5th January, 1999

PRESENT:

Justice R. Ramakrishna, Presiding Officer
C.R. No. 42/1993

I PARTY

II PARTY

Shri B. Purushothama
C/o Dr. Sathya, The General Manager,
9th Main 24th cross, Vysya Bank Ltd.
Banashankari II Stage No. 72, St. Marks Road
Bangalore-560 070. Bangalore-560 001.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/165/93-IR.BI dated 29-7-1993 for adjudication on the following schedule.

SCHEDULE

"Whether the action of the management of Vysya Bank Ltd. in terminating the services of Shri B. Purushothama w.e.f. 5/3/92 is legal and justified? If not, to what relief the workman is entitled to?"

2. The first party filed the claim statement on 2-9-1993. He has contended that he was working as a Watchman since 1984 under the second party upto the date of termination. After his appointment he was placed on probation, but removed from service on 15-3-1992. The ground on termination is unsatisfactory work during the probation period. He was honest and sincere in the work and his termination is not preceded by a notice or enquiry. Hence approaching this court for redress. He further contended his termination amounts to retrenchment. Non compliance to part 5 of the Industrial disputes Act is eligible for reinstatement.

3. He further alleged that an attempt was made by the second party to give Rs. 30,000 as compensation. He has put in 9 years of service and therefore he can not be treated as a probationary candidate. Since there is no retrenchment compensation his termination is legally unsustainable. Therefore the action of the second party is illegal, arbitrary and violative of the principles of natural justice.

4. After termination the first party is undergoing hardship for himself and his family members. Therefore he is entitled to reinstatement and consequential benefits.

5. The second party filed their counter statement on 1-3-1994. It is contended that the first party was appointed as a Temporary part time sweeper on 16-5-1990 for a period of six months. He has reported for duty on 28-5-1990 and he was relieved on 27-11-90 after completion of six months period. He was again appointed as a Temporary part time sweeper for six months from 30-11-90 and was relieved on 29-5-91. He was again appointed for same post on probation for six months and he reported for duty on 6-6-91. Since his work was not satisfactory and up to the mark, the bank gave one more opportunity to show his improvement in performance. Therefore, his probationary period was extended for a further period of three months from 6-12-91. Since there was no improvement during the extended period his services were terminated on 5-3-1992.

6. It is contended that it is a case of simple termination for not completing the probation successfully. Therefore the order of termination is legal and proper and justified. The Management has every right under law to terminate the services of a probationer, if there is no satisfactory completion of probation.

7. In para wise comments to the claim statement they have initially denied that his work as a watchman is continuous one. Infact in his application he has claimed to have worked in several places from 1972 to middle of 1990, therefore he worked from 1984 in the second party bank is a false statement. His

service was terminated by an office order dated 5-3-92 is not a simple removal.

8. In conclusion it is the contention of the second party that he was a temporary part time sweeper who has not satisfactorily completed his probation, he has been terminated. Part 5A is not applicable as the first party was not a permanent employee nor worked more than 240 days at a time. Therefore they prayed for dismissal of the claim.

9. Since the schedule to the reference covered the point to be considered this tribunal ordered that no separate issues required and also subsidiary points will be considered at the time of final arguments.

10. The second party to justify their action have examined three witnesses as MW-1 to MW3. The workman examined himself as WW-1 and closed his evidence.

11. The main contention of the first party is that he has been appointed in the year 1984 as a watchman and he has continued to work in such capacity till 15-3-1992. His other contention is that due to his continuity of service he can not be removed without assigning any reason. If at all the second party wanted to terminate his services, they shall follow the principles laid down under section 25F of the Industrial disputes Act, 1947. Therefore according to the first party on both these counts he is bound to succeed in this reference.

12. The contention of the second party was that the first party was appointed as a temporary part time sweeper on 16-5-90 for a period of six months. After completion of six months period he was appointed as a temporary part time sweeper for another six months from 29-11-90. Since the appointment of the first party was on probation and the workman not discharged his duties satisfactorily further extended the period of probation for another 3 months, the management having received adverse report, he was removed from the services at the close of office hours on 5-3-92. According to the second party it is a simple termination for not completing the probation successfully.

13. Though the schedule to the reference places burden to the second party to justify their action, the first party is also required to prove the averments made by him in the claim statement in support of his contention. I may say here that the first party has completely failed to prove the averments made by him in justification of the prayer made in the claim statement.

14. The first party has miserly failed to prove that his designation was a watchman and he was worked since 1984. Infact he is guilty of "Suppresio Veri and Suggestio falsi".

15. His contention that he was working from 1984 has been disproved in his application Ex. M-1, an application made by him on 16-3-90. In support to get an appointment of watchman/messenger or any suitable post he has furnished his experience in the application. This experience column shows from 1972 to 1990, he has worked in various places i.e. in a workshop, as a hotel boy, security guard, provision shop

boy and then he joined in Ex. Service's Man's Security Agency at K.H. Road, Bangalore. This information falsified his claim that he was working from 1984 as a watchman in the second party.

16. Infact this workman has shown extreme cleverness while giving evidence before this tribunal. He went to the extent of denying the signature in Ex. M-9, a duty report dated 6-6-91 and the signature in Ex. M-11 an office order dated 2-12-91 extending the period of probation for another three months. In his anxiety to suppress the truth, this workman went to the extent of denying his own signature in the claim statement filed by him marked as Ex. M-19a. He has denied his representation Ex. M-16 and also his signature made thereon.

17. In conclusion there is no hesitation to conclude that this workman went to the extent of suppressing every thing which is not in favour.

18. The second party in the evidence of MW-1 and MW-2, have placed relevant materials, corroborating the contentions raised by them in the counter statement. MW-1 Nageshwar Rao is the Joint General Manager and MW-2 Sri Prabhakar Udupi was the special officer in the Chairman's Secretariat of Vysya Bank Ltd. who was the immediate officer to this workman.

19. Their evidence need not be discussed at length. As the documents made available by the second party through the evidence of these 2 witnesses, gives a clear picture of state of affairs connected to this workman. Ex. M-2 is an appointment order dated 16-5-90 for a period of six months. Ex. M-3 dated 25-8-90 is the duty report Ex. M-4 is the relieving order dated 27-11-90 after six months. Ex. M-5 is the second appointment order dated 29-11-90. Terms and conditions is same as Ex. M-2. Ex. M-6 is the duty report pursuant to Ex. M-5, Ex. M-7 is the relieving order dated 25-5-91. Ex. M-10 and Ex. M-12 are the confidential report given by MW2 which are adverse to the workman, Ex. M-11 is the order dated 2-12-91 extending the probationary period for three months. Ex. M-13 and Ex. M-14 are the orders relieving him from service. Ex. M-15 is the covering letter enclosing the order of termination and pay order of one months salary. Ex. M-18 is a certificate issued by United Ex-servicemen's Security & Detective Agency where it is stated that this workman has worked from 10-2-1989 to 4-6-90 in their organisation.

20. The above materials shows that the first party raised false plea to obtain pecuniary benefit which he is not entitled. Infact the second party went to the extent of disproving the claim made by the workman in the witness box, under oath, i.e. not duly employed after his services are terminated from the second party. MW-3 G. J. Prakash has obtained a certificate issued by Shri Sathya Sai Spiritual Centre (R), Thvagarajanagar, Bangalore where they have certified that this workman worked as a office boy from 22-6-92 and he was kept under suspension from 15-12-91 on the misconduct of moral turpitude against a part time lady employee.

21. In conclusion the second party justified the termination of services w.e.f. 5-3-1992.

22. It is the contention of the learned advocate for the first party that even the conclusion reached is based on the material but the second party was obliged to conduct the enquiry. This submission is strongly opposed by the learned advocate for the second party.

23. A single Judge of Andhra Pradesh High Court in *P. Usha Radhey Mohan vs. M. V. Ramu, Manager, (Personnel) CMC Centre, Hyderabad & Ors.* reported in 1998 LLR 719 dealt with the termination of employer during the probationary services which was unsatisfactory and held that it is the prerogative of the employer. The learned Judge says:

"The object of appointing an employee on probation is to give an opportunity to observe work, ability, efficiency, seniority and competence of the servant and if he was not found suitable for the post, the employer reserved a right to dispense with his service without anything more during or at the end of the prescribed period which was styled as period of probation. The power to put the employee on probation for watching his performance and the period during which the performance was to be observed was the prerogative of the employer."

23A. The learned judge went to the extent of holding no employee could be thrust upon the employer who failed to justify his existence in the Employer's Organisation for the purpose for which he was employed.

24. In *C. M. Jitendra Kumar Vs. Management of Bharat Earth Movers Ltd. and another*, 1985 LAB I.C. 1833 a similar view was taken by a learned single judge of the Karnataka High Court. The learned judge in the similar circumstances stated that the service clause enabling employer to terminate his services of probationer for unsatisfactory performance was not retrenchment which requires the guidelines under Sec. 25F of the Act.

25. The Supreme Court of India, in *M. Venugopal vs. LIC of India, Andhra Pradesh & Anr.* 1994(1) LLJ 597 affirmed the view expressed in earlier judgement cited above and held that the regulations relating to terms and conditions shall have over-riding effect over provisions contained in Industrial disputes Act. Therefore the termination of service of probationer during the period of probation for unsatisfactory service is proper and legal.

26. The views expressed in the above citations are affirmed in *Governing council of Kidwai Memorial Institute of Oncology, Bangalore and Dr. Pandurang Gadwalkar & Another*, Supreme Court 1993(1) LLJ 308 and also in the latest judgement of Supreme Court in *Oswal Pressure Die Casting Industry, Faridabad Vs. Presiding officer and another* 1998 LLR 341.

27. The workman has not stated that there was any malefide intention of the second party to remove him from service. He has also not shown any bias on the part of the second party to terminate his services during probation.

28. In conclusion I hold as follows :

ORDER

29. The second party justified in terminating the services of the workman w.e.f. 5-3-92. Consequently the action of the Management is legal and proper.

(Dictated to the stenographer, transcribed by her, corrected and signed by me on 5th January, 1999)

Justice R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 2 फरवरी, 1999

का.आ. 644 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया, मेरठ के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-99 को प्राप्त हुआ था।

[सं. एल.—41012/88/96—आईआर(बी-1)]

सनातन, डेस्क अधिकारी

New Delhi, the 2nd February, 1999

S.O. 644.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Railway, Jhansi and their workman, which was received by the Central Government on 1-2-1999.

[No. L-41012/88/96-IR(B-I)]
SANATAN, Desk Officer.

ANNEXURE

**BEFORE SHRI GANPATI SHARMA : PRESID-
ING OFFICER : CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL : NEW DELHI**

I.D. No. 76/96

In the matter of dispute between :

Shri Laxmi Pd. S/o Shri Janki Pd., Through
Shri Rajbir Singh Solanki, 2/236, Namner,
Agra-282001.

Versus

The D.R.M. (P), Central Railway, Jhansi-
284001.

APPEARANCES :

None for the workman.

Shri H. L. Nanda for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-41012/88/96-I.R.(B)

dated 26-7-96 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the demand of the workman to have worked from 1972 to 25-8-1992 with DRM(P) Central Railway Jhansi and that his services were illegally terminated is legal and justified? If so, to what relief is the workman entitled?”.

2. The workman in his statement of claim alleged that he was appointed by the Central Railway in 1972 at Agra. His services were terminated on 25-8-1992 by the Management and at the time of termination he was not paid any compensation nor any notice pay was given to him. Provisions of section 25-H and G were not complied with.

3. Notice of the reference was sent to the Management but the Management did not file any written statement and their evidence was then struck off.

4. The workman also did not appear at later stage nor filed any affidavit nor appeared as a witness to prove this case. It appears that the workman was not interested in pursuing with the dispute. There is no evidence on record regarding the illegality of the termination of the workman produced by the workman nor any evidence has otherwise been produced by either of the parties. In view of this situation, I am left with no option but to hold that the termination of the workman has not been proved to be illegal. Parties are left to bear their own costs. Award is given accordingly.

Dated 7th January, 1999.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 3 फरवरी, 1999

का.आ. 645 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया, मेरठ के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-1999 को प्राप्त हुआ था।

[सं. एल.—12012/202/92—आई.आर. (बी-1)]

सनातन, डेस्क अधिकारी

New Delhi, the 3rd February, 1999

S.O. 645.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India, Meerut and their workman, which was received by the Central Government on 2-2-1999.

[No. L-12012/202/92-IR(B-I)]
SANATAN, Desk Officer

ANNEXURE

DR. SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 14/93

In the matter of dispute between :
Shri Asha Ram S/o Shri Battu Singh,
through Shri J. N. Kapoor, Mahasachiv,
State Bank of India Staff Association,
33-34, Bank Enclave, Ring Road,
Rajouri Garden, New Delhi-110027.

Versus

Zonal Manager,
State Bank of India,
Zonal Office R-1,
Garh Road,
Meerut-250001.

APPEARANCES :

Shri J. N. Kapoor—for the Workman.
Shri M. R. Bhatia—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. 1-17012/202/92-I.R. (B-3) dated 27-1-1993 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of State Bank of India in not absorbing Shri Asha Ram in permanent service of the Bank after completion of one year's service is legal and justified? If not, to what relief he is entitled to?"

(2) "Whether the action of the management of State Bank of India in dismissing Shri Asha Ram from service with effect from 22-3-1991 is legal and justified? If not, to what relief, the workman is entitled to and from what date?"

2. The workman in his statement of claim has alleged that he was appointed as Guard against permanent vacancy at Kithore sub-office under Meerut City branch on 29-9-70 and since then he had been working as Guard without break. The sub-office was converted into the branch on 26-12-78. At the time of his appointment i.e. in 1970 he submitted his discharge certificate to the Branch Manager, Kithore Branch vide his letter dated 22-3-80. The Branch Manager denied vide his letter dated 22-3-80 having received aforesaid discharge certificates. The same was thus lost from the bank's receipt. The workman was a protected workman and had been working against permanent vacancy and should have been absorbed in 1972 as he had already completed 240 days of service in 12 calendar months. He was, however, not confirmed although a large number of new employees were recruited from 1972 to 1980 and in Delhi Circle only 1000 Guards/Messengers were recruited but the claim of the workman was not considered. The Management has thus violated the provisions of Sections 25-F and G and H of the I.D. Act. He was kept temporary employee with a view to deprive him with the benefit of permanent employment which amounts to unfair labour practice as defined in the I.D. Act. On great pressure by the Union the workman was for the first time called for interview on 28-7-81 for permanent absorption. He was considered suitable in the said interview. He was however, not confirmed on the ground of non-availability of the discharge certificate for the loss of which the workman was not responsible. The Management had been entering into unnecessary correspondence since then and depriving him from the bank service. He belongs to the Scheduled Caste and was being wilfully harassed by the Management.

3. On 5-6-85 the Kithore Branch Manager instructed the workman to go to the Regional Office for medical check up by Dr. N. Nanda for a certificate ascertaining his age. The

Regional Office wrote a letter to the Chief Medical Officer Meerut on 22-8-85 as follows :—

"We shall be glad if you please medically examine Shri Asha Ram, Temporary Guard, whose signatures are verified below on the enclosed proforma inter-alia advising as to his being medically fit for the Bank's job or not. Please also advise us specifically his age based on your examination. The necessary fees/charges etc. will be borne by the Bank.

2. Please forward your report in a sealed cover in due course for our information."

The Regional Manager vide letter dated 23-1-88 advised the workman as follows :—

"In regard to your absorption in the Bank in permanent capacity as Messenger, you were asked to furnish us the particulars of your parent Regiment/Corps, Soldier Number and the date of your discharge but you have denied having any knowledge in this regard. As such you have been got examined on 28-10-85 by the Chief Medical Officer, Meerut for ascertaining your age. As per report of the Chief Medical Officer, Meerut, your birth falls in the year 1933. In terms of the extent instructions in this regard, your date of birth is proposed to be recorded in the Bank's records as 1st July, 1933. Please note that no representation/request for change in the date of birth (as stated below) will be entertained as you have denied having no knowledge of your parent, Regiment/Corps and have not furnished any documentary evidence in support of your age. Please, therefore, submit a stamped undertaking duly witnessed by two staff members that your date of birth, in absence of any other records, may be treated as 1st July, 1933 basing upon Chief Medical Officer, Meerut's certificate and you will have no recourse to get the same altered at any stage in future for any reasons whatsoever they may be."

6. The workman gave the above noted undertaking to the Management on 11-2-88. Instead of confirming the workman the Management had again been insisting him to advise the name of the Unit in which he had worked for which the workman had advised to the Management that he had already submitted the discharge certificate and he did not recollect the Regiment/Corps in which he had served as the matter was very old. Since he had served for only few days and he was not getting any pension from the Army, but the Management did not resolve the dispute and issued him a charge sheet dated 29-6-90. The explanation of the workman was not considered and an enquiry was conducted against the workman and he was dismissed from service w.e.f. 22-3-91 after the report of the enquiry officer. He according to the statement of claim was entitled to the following benefits :—

(i) Increments from 17-4-1970.

(ii) Leave Fare Concession facility for 22 years of service as per rules since 17-4-1970.

(iii) Uniform as per rules since 17-4-1970 (Payment of uniform cost).

(iv) Wages for Privilege Leave/Sick Leave/Weekly Offs/Holidays, which have been denied to the workman.

(v) Overtime wages for the Weekly Offs and Holidays as the workman was forced to work on these days

(vi) Provident and Pension Fund contributions since 17-4-1970.

(vii) Promotion to the post of Head Guard.

(viii) Full wages for the wrongful and illegal dismissal— from the date of dismissal till the workman attains the age of sixty years.

(ix) Any other relief this Hon'ble Court may deem fit and proper in the circumstances of the case."

He has also prayed that the punishment awarded to him be set aside.

7. The Management in its written statement alleged that the workman was initially appointed as Temporary Guard in 1970 and was transferred to Kithore Branch on 1-4-78. He submitted his discharge certificate to the Meerut City Branch at the time of his appointment. The said certificate was despatched by the Meerut City Branch to Kithore Branch under registered cover on 22-3-80 which was never received at Kithore Branch and had been lost in postal transition. All efforts to trace the discharge certificate or to obtain duplicate thereof proved futile because in spite of written and oral request of the bank the workman failed to disclose the name of his Parent Army Unit etc. He was considered for permanent appointment in the bank and was declared as successful but could not be absorbed in permanent capacity and once again he was considered by the bank in September, 1988 for absorption in permanent cadre and for want of full particulars of service rendered by him in the army, he could not be absorbed again. He was instructed to appear before the Medical Board for his examination but instead of complying with the bank instructions he has refused to appear before the medical board vide his letter dated 13-5-89 he was charge sheeted for his disobedience. An enquiry was conducted which was fair and proper and in accordance with the service rules governing these service conditions of the workman. His services were ordered to be terminated by the disciplinary authority and he filed appeal to the same which also was disallowed. The Management has alleged that the action of the Management was fully justified.

8. The Management in support of its case examined Shri Har Dayal, A.G.M. MW1 while the workman examined Shri Dharam Pal Singh, WW1 and the workman himself appeared as MW2.

9. I have heard representatives for the parties and have gone through the record.

10. A perusal of the entire record and admission and denial of facts and documents reveal that there is one point which is very important in this case. The workman was admittedly employed in the year 1970. He had submitted a discharge certificate from the Army at the time of his recruitment to the Management. That certificate according to the Management was lost in transit. The loss of certificate was due to any lapse on the part of the Management and not due to lapse on the part of the workman. The workman had been continuously working as temporary guard with the Management without any break. He was interviewed and he was considered for permanent appointment and was selected but could not be regularised because of non-production of the said discharge certificate. A very important factor in this case was that the workman was got medically examined on 28-10-85 by Chief Medical Officer of Meerut for ascertaining his age. His date of birth as per report of the Chief Medical Officer certificate was declared as 1st July, 1933. This date was accepted by the Management of the bank and the workman had signed in token of that fact on his report. He had also undertaken that he would not have resorted to get the date changed or altered at any stage in future. In spite of this settlement having taken place and his date having been confirmed, the management had been insisting the workman to produce the discharge certificate. There seems to be no justification on the part of the Management who continuously go on issuing letters to him when he had been working with the management since 1970 regularly without any break and his date of birth had been ascertained by the bank from the Chief Medical Officer at their own instances. Still he was not regularised and another letter was issued to him later on as to why disciplinary action be not taken against him for his non-compliance with the instructions of the management to produce the discharge certificate for proof of his age etc. On this enquiry was ordered and the enquiry officer found him guilty and recommended termination of his service which was acted upon by the disciplinary authority. The appeal of the poor workman was also declined by the Appellate Authority.

11. The Ministry of Labour in its reference order dated 27-1-93 has made a reference in two parts. The first part relates to the action of the management in not absorbing the workman in permanent service after the completion of one year's service and the second was regarding his dismissal w.e.f. 22-3-91. The entire mistake in this case is on the

part of the management because once the workman had submitted his discharge certificate on the basis of which he was selected and appointed he was not duty bound to procure a duplicate of the same from his previous employers. He has explained that he had worked only for few days and he did not remember even the name of the Unit where he was working and was not getting any pension to enable him to give correct information about the said Unit. Once the Management had got satisfied about his date of birth after getting himself examined through the Chief Medical Officer I think there was nothing left for the workman to do in the matter. The workman had been working with the management since 1970 and he could not have worked for so long if his work and conduct had not been satisfactory. His date of birth stood determined by Chief Medical Officer which was recorded in his service record and he had exchanged the said date as final. What else was required by the Management to regularise him and it was all the more serious and illegal for the Management to terminate the services of the workman for his not supplying his information of the Unit in which he had been working prior to his engagement with the Management in 1970. The workman has worked for more than 20 years satisfactorily and his only fault was that he forgot the name of the Unit in which he worked for few days. Terminating the service of a petty employee like a Guard by the Management of a Nationalised Bank does not behave the Organisation which he had served for such a long time without any plot on his career. The Management has not been able to show any justification for its action and had been merely saying that the workman had failed to supply this information asked for from him. I am, therefore, in view of my discussions above, of the opinion that the workman was entitled to be regularised in service for the permanent service of the bank after completion of one year service as per service rules governing the workman.

12. The action of the Management regarding his dismissal of his service was also illegal and unjustified. I order that the same be set aside. Both the parts of this reference in my opinion go in favour of the workman and he deserves to be made permanent after completion of one year of service and his dismissal from service also stands set aside. He was entitled to reinstatement with full back wages from the date of his termination till the date of his retirement accepting 1st July, 1933 as the date of his birth. He shall be paid special cost of Rs. 10,000 for this harassment by the Management. The reference stands answered accordingly.

Dated, 28th January, 1999.

CANPATI SHARMA, Presiding Officer

नई दिल्ली, 3 फरवरी, 1999

का. आ. 646.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल रेलवे, झांसी के प्रबन्धन के संघर्ष नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-1999 को प्राप्त हुआ था।

[सं. एल-11012/53/95-आई.प्र.र., (वी-1)]

सनातन, डैस्क अधिकारी

New Delhi, the 3rd February, 1999

S.O. 646.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Railway, Jhansi and their workman

which was received by the Central Government on 2-2-1999.

[No. L-11012/53/95-IR(B-I)]
SANATAN, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESID-
ING OFFICER : CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL : NEW DELHI

I.D. No. 43/96

In the matter of dispute between :

Shri Brij Raj Singh, MRCL Khalasi, 51/292,
Shanti Kunj, West Arjun Nagar, Agra-
282001.

Versus

Railway Manager(D) Central Railway, Jhansi-
284001.

APPEARANCES :

None for the workman.
Shri H. L. Nanda, for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-11012/53/95-I.R.(B) dated 22-4-96 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the DRM(P), Central Railway, Jhansi not to consider the case of Shri Brij Raj Singh, MRCL Khalasi, Dy. CE(RE), Kota against permanent vacancy of Khalasi is legal and justified? If not to what relief he is entitled?”.

2. The workman in his statement of claim alleged that he was appointed as a Khalasi w.e.f. 16-9-81 in the Railway Electrification Mathura and was given temporary status w.e.f. 1-1-84 and was declared as semi-skilled in scale of Rs. 825-1150 vide letter dated 21-4-87. A list of regular grade ‘D’ category was prepared from eligible candidates by screening by the management. 9 out of 10 were put against a regular vacancy but the workman was not put against permanent vacancy. The workman requested the parties in writing and orally many times but he has since been not absorbed in the job. He has prayed that he be kept in regular employment against permanent vacancy by the management.

3. Notice of this dispute was sent to the management and Shri H. L. Nanda appeared on behalf of the management 4-5 times. The Management did not file any written statement. The workman filed his affidavit and made statement on oath confirming his affidavit and stated that affidavit Ex. MW1/1 may be read as part of his evidence. No other evidence was produced by the workman nor the management filed any written statement or produced any evidence.

4. After having gone through the points urged before me in the statement of claim and the evidence

of the workman, I am of the opinion that the management has not been able to assail the statement of the workman and has not produced any evidence against the workman. The workman has submitted the case orally as well as in a written affidavit and there is nothing on record to contradict the allegations made in the statement of claim. I, therefore, while accepting the same order that the claim of the workman was justified and he was entitled to the relief asked for by him and was entitled to be considered against permanent vacancy of Khalasi by the management. Parties are left to bear their own costs. Dated 18th January, 1999.

GANPATI SHARMA, Presiding Officer.

नई दिल्ली, 3 फरवरी, 1999

का. आ. 647.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया, देहरादून के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-1999 को प्राप्त हुआ था।

[सं. एल-12011/20/94-आई.आर. (बी-1)]
सनातन, डेस्क, अधिकारी

New Delhi, the 3rd February, 1999

S.O. 647.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India Dehradun and their workman, which was received by the Central Government on 2-2-1999.

[No. L-12011/20/94-IR (B-I)]

SANATAN, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA PRESIDING OFFI-
CER, CENTRAL GOVERNMENT INDUSTRIAL TRIBU-
NAL, NEW DELHI

I. D. No. 31/36

In the matter of dispute :

BETWEEN

Shri M. N. Chandola
through Maha Sachiv,
State Bank of India Staff Association,
State Bank Colony,
Raipur Road,
Dehradun-248001.

Versus

Up. Prabandhak,
State Bank of India,
Region-III,
Zonal Office,
52, Rajpur Road,
Dehradun-248001.

APPEARANCES :

Shri J. N. Kapoor—for the workman.

Shri Rajat Arora on behalf of Jagat Arora—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12011/20/94-I.R. (B-I) dated 26-3-96 has referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the management of State Bank of India, Dehradun in dismissing the services of Shri M. N. Chandola, Cashier-cum-Clerk w.e.f. 3-7-1992 is just and legal? If not, to what relief the workman is entitled to?"

2. The workman in his statement of claim has alleged that he joined services of the management as Messenger at S.B.I. Staff Training School Dehradun on 21-5-74. He was confirmed in the Bank Service on 21-11-74. He passed High School Examination in 1981 and was promoted as a clerk in March, 84 and remained posted at the same place upto December, 86. He was thereafter transferred to I.I.P. Branch Dehradun where he had worked with full devotion and his obedience to the management. He was falsely implicated in a case and was issued a charge sheet dated 9-7-91 by the Disciplinary Authority. He was coerced, threatened to accept the charges and was also told that in case he accepted the charges his case would be closed. He succumbed to the pressure of the management and wrote the confessional statement as dictated by the Branch Manager. He was on sick leave from 10-5-91 to 3-7-91 and a letter of confession was forcibly obtained from him on 17-6-91 when he was sick. The workman was transferred to Chakrata Branch vide order dated 11-9-91 and he accepted the transfer order without any resistance. On 13-8-91 at about 7.30 AM Branch Manager B. N. Taneja came to his house and took him to his residence where he and Shri B. N. Wadhwa, Branch Manager, Tel Bhawan was already present. He was told that he had to come to enquire into the case as he had been appointed Enquiry Officer. He was neither given any notice nor any letter regarding appointment of Mr. Wadhwa as Enquiry Officer. He was again coerced, pressurised and induced both by the Enquiry Officer and the Branch Manager that he should not get himself represented by Union Representative and accept the proceedings as recorded by him. He was also assured that no action would be taken against him. The workman had very poor knowledge of English and he could not read and understand proceedings written in English. He had requested the Enquiry Officer to record the proceedings in Hindi but his request was not accepted by the Enquiry Officer. The workman under the pressure from the Management attended the illegal enquiry proceedings and followed their dictates blindly on the assurance of the Enquiry Officer that the proceedings were being recorded only to close the case against him. The workman was betrayed by the Management by giving him false assurance and inducement. He was later on given copy of the Enquiry Proceedings and findings of the Enquiry Officer contained in two pages. The rest enquiry proceedings were only a drama and no witness was examined in his presence by the Enquiry Officer. The findings of the Enquiry Officer were also not based on any evidence oral or documentary. He later on received letter dated 24-12-91 just to find that his services were terminated by the management on the basis of confessional statement obtained under duress and inducement. The workman was granted personal hearing and was finally dismissed illegally by the Disciplinary Authority vide his letter dated 6-3-92. He filed an appeal against the said order but the same was summarily rejected. He then approached the government and got the present reference made. In his statement of claim he has proved that his termination was illegal, arbitrary and his contention was based on duress and coercion.

3. The Management in its written statement denied the allegations made by the workman regarding the procedure adopted in the enquiry and also regarding any coercion or inducement made by anyone on behalf of anyone by the Management to the workman. Principles of Natural justice

were followed while conducting the enquiry and the workman himself admitted the charges levelled against him. It was on the basis of the confession of the charges that punishment was awarded to him in the light of the nature of charges proved against him. There was no question of any victimisation against the workman. The workman had also admitted the charges against the disciplinary authority and at every stage during the enquiry and thereafter. Imposition of punishment of dismissal was based on the voluntary confession made by the workman.

4. The Management in support of its case examined Shri D. N. Taneja, Branch Manager, MWI while the workman himself appeared as WW-1 in support of its case.

5. I have heard representatives for the parties and have gone through the record.

6. The representative for the workman has alleged that the confession of the workman was obtained in coercion by the Branch Manager and other officials and he being a petty official through that the senior officers at whose instance he had made the confession would get him free from this case. He was not given opportunity to cross-examine the witness during the enquiry nor any witness was examined in his presence.

7. The Management representative on the other hand has urged that the enquiry was conducted in an illegal manner and there was no coercion or pressure on the workman to admit his guilt at any stage. The workman has not been able to establish that any pressure was exercised on him by any of the members of the Management staff while making allegations of coercion and terrorisation. The workman could not get out of his voluntary confession. He has also contended that the workman in his statement of claim has alleged that D. N. Taneja the Branch Manager had come to his house at 7.30 AM on 13-8-91 and was taken to his residence where Shri B. N. Wadhwa Branch Manager was also present. In his cross-examination the workman has stated that he was taken by Mr. Taneja to his house where 2-3 persons were already sitting but he did not know who those persons were. He had not seen those persons and he could not name them. This clearly shows that the workman has made up this story and had it not been so he should have raised this issue of coercion and terrorisation at the initial stage against the management. The representative for the management has also alleged that the case against the workman was fully proved and the enquiry was fair and proper and the action was fully justified.

8. After having gone through the points urged before me by the parties, I am of the opinion that the story of coercion as stated by the workman in his statement of claim was not corroborated by any evidence and there seems to be no reason to disbelieve that the confession made by the workman were free from coercion or undue influence. The statement of the workman on the other hand in the court established that whatever he has alleged in the statement of claim and his affidavit was not fully correct. In his cross-examination he has stated that the enquiry continued for two days. If his signatures were only to be obtained under coercion that could have been done within one hour and there was no need for the Enquiry Officer to hold enquiry for two days. He was also called for personal hearing by the Disciplinary Authorities as admitted by him and even then he also did not make any complaint regarding any coercion or undue influence exercised on him. Even when he filed appeal to the Appellate Authority and he was given a personal hearing he did not disclose this fact. Shri J. N. Kapoor was his representatives at the time of his personal hearing. He was present there in the capacity as General Secretary of the said bank employees and he also signed the proceedings before the Dy. General Manager, Zonal Office, Dehradun. Before the Dy. General Manager he again admitted his having committed this fraud and had prayed that he was prepared to deposit the money which he has himself appropriated. His statement was duly signed by him and duly signed by Shri J. N. Kapoor before the D.G.M. In his cross-examination he further stated that he has told his representative that he was being threatened but was not advised anything by him. All these factors clearly establish that the workman has not been able to establish any coercion or undue influence or threat by any member of the management staff which could induce him

to make a confessional statement admitting his guilt throughout. Since he has admitted his guilt about the mis-appropriation of money has not been able to show any irregularity in the enquiry conducted by the Enquiry Officer I am left with no option but to hold that the enquiry against him was fair and proper and was conducted according to disciplinary rules applicable to the workman. I, therefore, hold that the enquiry against the workman was thoroughly fair and proper.

9. I have heard representatives for the parties also regarding punishment imposed on him by the management and on that account I hold that since he has admitted his guilt voluntarily and the charge against him was misappropriation of money entrusted to him by the customers of the bank so there is no scope for any leniency to be shown towards him in this case. The action of the management therefore, in terminating the services of M. N. Chandola, workman was just, legal and there was no ground to interfere with the same. Parties are left to bear their own costs.

Dated : 22-1-1999.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 3 फरवरी, 1999

का. आ. 648.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक के प्रबन्धतंत्र के संबद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण तमिलनाडु, चिन्नई के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 2-2-1999 को प्राप्त हुआ था।

[सं. एल-12012/59/97-आई.आर. (बी-I)]
सनातन, डेस्क अधिकारी

New Delhi, the 3rd February, 1999

S.O. 648.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Tamil Nadu Chennai as shown in the Annexure in the industrial dispute between the employers in relation to the management of Pandyan Grama Bank and their workman, which was received by the Central Government on 2-2-1999.

[No. L-12012/59/97-IR (B-I)]
SANATAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU
CHENNAI

Wednesday, the 14th day of October, 1998

PRESENT :

Shri S. Ashok Kumar, M.Sc., B.L., Industrial Tribunal,
Industrial Dispute No 8 of 1998

(In the matter of the dispute for adjudication under Section 10(1)(d) of the I. D. Act, 1947 between the Workmen and the Management of Pandyan Grama Bank, Virudhunagar).

BETWEEN

Shri S. Pitchai,
C/o. Pandyan Grama Bank Employees Association,
188 E. Madurai Road,
Virudhunagar 626001.

AND

The Chairman,
Pandyan Grama Bank,
72, Kanthapuram Street,
Virudhunagar, 626001.

REFERENCE :

Order No. L-12012/59/97-IR (B-I), Ministry of Labour,
dated 2-1-98. Government of India, New Delhi.

This dispute coming on for final hearing on this day, upon perusing the reference, and other papers on record, in the presence of Shri N. G. R. Prasad and Others, Advocates appearing for the respondent management and the petitioner being absent, this Tribunal passed the following

AWARD

This reference has been made for adjudication of the following issue :

Whether the action of the management of Pandyan Grama Bank in terminating the employment of Shri S. Pitchai is justified? If not, what relief the concerned workman is entitled to? Petitioner served. Called absent. Dismissed for default.

Dated, this the 14th day of August, 1998.

S. ASHOK KUMAR, Industrial Tribunal

नई दिल्ली, 4 फरवरी, 1999

का. आ. 649.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ इंडिया, नई दिल्ली के प्रबन्धतंत्र के संबद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-1999 को प्राप्त हुआ था।

[सं. एल-12012/195/91-आई.आर. (बी-III)/बी-II]
सनातन, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 649.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 3-2-1999.

[No. L-12012/195/91-IR (B-III)/(B-I)]

SANATAN, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 116/91

In the matter of dispute between :

Shri B. S. Wallia,
19/B, Gopal Park, Chander Nagar,
Delhi 110051.

Versus

The Regional Manager,
State Bank of India,
Region No. IV, Delhi Zonal Office,
11-Parliament Street,
New Delhi.

APPEARANCES :

Shri S. K. Patney—for the workman.

Shri P. K. Gupta—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/195/91-L.R. (B-III) dated 23/27-9-91 has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether the action of the management of State Bank of India in terminating the services of Shri B. S. Walia by treating him to have voluntarily retired from service w.e.f. 25-3-90 was justified? If not, to what relief the workman is entitled to?"

2. The workman in his statement of claim has alleged that he had been in the employment of the management bank since 11-11-77. His work and conduct was satisfactory throughout.

3. The wife of the workman had been suffering from chronic gynaecological problem and had been feeling unwell requiring constant and continuous attention of the workman for her treatment as well as for her care and nursing. There was no other member of the family, who could look after and take care of her in the absence of the workman. At the relevant time he had two young children aged 5 years and about 2 years. The workman did not report for duty since 8-1-90 due to the sickness of his wife. He was advised by the Bank Manager vide letter dated 22-2-90 to report for duties. The Branch Manager issued memo dated 25-2-90 again to the applicant stating therein his irregular attendance and asked him to report for duty within 30 days of the said notice. On 3rd March, 90 he wrote to the bank that since his wife was not feeling well he was required to stay for constant care for her attendance. The Bank wrote another letter to the workman asking him to get his wife medically examined from Dr. R. S. Bhargava who was the bank doctor as the workman had no leave to his credit. The workman again asked for extension of leave upto 30-4-90 but the management again told him to get his wife examined from Dr. Bhargava so that his request for grant of leave could be considered. The workman so got his wife examined from Dr. Bhargava as she was a gynaecologist and asked for grant of leave upto May 90 vide his letter dated 17-5-90. He was treated as voluntarily retired from service w.e.f. 25-5-90 by the Bank which according to the workman was illegal, arbitrary and uncalled for. His services could not have been terminated like this with retrospective effect without holding any enquiry and following the procedure laid down in the Bi-partite Settlement and the relevant awards. Hence this reference.

4. The Management in its written statement alleged that the intention of the workman was not to resume duty and he has not agreed to the request of the management to get his wife examined from Dr. Bhargava. The purpose of the management for getting her examined from Dr. Bhargava was not for her treatment from him but to verify the genuineness of the ground on which he was evading joining duties. The workman was intentionally not joining the duties and the grounds that he was not reporting for duty were not justified. From the intention of the workman it appeared that he was not interested in continuing with the job and was thus treated as voluntarily retired.

5. The Management in support of its case examined Shri S. K. Giotra MW-1 while the workman himself appeared as WW-1.

5. I have heard the representatives for the parties and have gone through the record.

6. The main point to be decided in this case was as to whether the absence of the workman from duty was justified or not.

7. The contention of the workman representative that he could not be treated as voluntarily retired with retrospective effect is based on certain objections taken up by him in the statement of claim and written arguments. It is not disputed that the workman did not report for duty nor he got his wife examined from the bank's doctor inspite of many reminders by the management which is abundantly clear from the documents of the bank, only to verify the correctness or otherwise of the sickness of his wife by having an opinion of the bank's doctor and not from any other doctor of the choice of the workman. The workman has not cooperated with the management in convincing it of the genuineness of his absence from duty. Even in the court he has not produced any certificate regarding the sickness of his wife which required his absence from duty and personal attention to his wife during the said period. The workman in his cross-examination has admitted that he has a living mother and a brother and his wife who were living jointly with him. The fact that he alone was looking after the wife cannot be accepted as true. Moreover, there is nothing on record to suggest that the sickness was of such a kind as would not permit him to take his wife to the doctor of the bank, the object of which was only to ascertain the genuineness or otherwise of his stand. No medical certificate of the sickness of the wife has been produced in the court by the workman and he has reiterated only that he was required to attend to her personally. The workman has tried to take benefit of the technicalities mentioned by him in his statement of claim. The Management in its genuine offer had made an application in the court in 1993 asking the workman to resume duty without claiming back wages. That offer of the management was not accepted by the workman in his written reply filed to that application. This fact finds support to the contention of the management that the object of the workman was to collect back wages and not to resume duties in the bank.

8. From the evidence on record, I am fully satisfied that the workman was not intentionally interested in resuming his duties and his intention was to prolong his absence from duty on one pretext or the other. There is no evidence on record to suggest that his absence was genuine. It seems to be made up story just to put pressure on the management so that at any stage he could claim back wages with reinstatement in service. The stand of the workman is not bona fide. In the interest of justice, however, I again after considering all the facts of the case allow the workman to resume duty within one month from the date of publication of this award. He shall, however, not be entitled to any wages from the date of his absence till he resumes duty nor any other benefits for the said period. He would, however, be entitled to all benefits of the service actually rendered by him upto the absence of duty in January, 90. Parties shall, however, bear their own costs.

Dated : 1st February, 1999.

GANPAJI SHARMA, Presiding Officer

नई दिल्ली, 3 फरवरी, 1999

का. आ. 650.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. एफ. रेलवे, बोगार्डगांव, के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में औद्योगिक अधिकरण गृहाटी, आसाम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार सरकार को 2-2-1999 को प्राप्त हुआ था।

[सं. एन.-41012/240/97—आई. आर. (बी-1)]

सनातन, डेस्क अधिकारी

New Delhi, the 3rd February, 1999

S.O. 650.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Guwahati, Assam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of N. F. Railways, Bongaigaon and their workman, which was received by the Central Government on 2-2-1999.

[No. L-41012/240/97-IR(B-I)]

SANATAN, Desk Officer.

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL : GUWAHATI : ASSAM

Reference No. 6(C) of 1998

PRESENT :

Shri D. Hazarika, M.A., LL.B., Presiding Officer, Industrial Tribunal, Guwahati.

In the matter of an Industrial Dispute between :—

The Management of N. F. Railways, New Bongaigaon.

AND

Their workman, Shree Abhinandan Pandit.

AWARD

1. The Government of India Bharat Sarkar, Ministry of Labour|Shram Mantraya, by its order No. L-41012/240/97-IR(B-I), dated New Delhi 19-5-98, referred this Industrial Dispute, existed|exists between the employers, in relation to the management of N. F. Railways, New Bongaigaon, and their workman, Shree Abhinandan Pandit, in respect of the matters|issues|points specified in the Scheduled below, to this Industrial Tribunal, Guwahati, for adjudication :—

THE SCHEDULE/ISSUES

“Whether the retrenchment of services of Shree Pandit without giving retrenchment compensation and not regularising his services under section 25-F of I.D. Act is justified? If not what relief the workman is entitled to?”

2. Notice on the managements was duly served on 4-8-98 as per order sheets of this case record particularly that of 26-10-98 vide postal receipt & postal A/D, but management side had|has been found absent on 3/4 dates without any step. Workman submitted his w/s. but management did not file w/s too and remained absent without step. Hence, the case was fixed for exparte hearing against the management vide order sheet of this case record dated 26-10-98.

3. The case of the workman inter alia in brief is that retrenchment of petitioner's service was without giving him retrenchment compensation or issuing any memo. which is illegal in view of the provisions of Section 25-F of the Industrial Disputes Act, 1947,

as he was continuously working as a box porter under the opposite party w.e.f. 1-2-94 to 29-5-96 i.e., for 28 months totalling 840 days without any break. The opposite party (Management) had to give him (workman) one month's notice prior to retrenchment or had to pay retrenchment compensation of 15 days pay for completion of each one year's service which has not been done. As per law the petitioner (workman) got the status of temporary employee just after working 240 days (exceeding the authorised absence of 20 days). The petitioner was engaged in jobs of regular nature. As such, opposite-party had to creat Additional Posts for him which has been denied. The representation of the workman, including his advocate's notice, was not given hearing. Hence, the prayer to reinstate the service of the petitioner permanently in the post of box porter with his arrear salaries etc.

4. The workman in support of his case, examined himself as W.W. No. 1 on exparte and during the course of his evidence he exhibited and proved as many as 7 documents. He inter alia deposed that he was working|engaged as a box porter, under foreman of Loco-shade in New Bongaigaon, since 1-2-94 till 29-5-96. He worked in that department of Railways for 28 month's i.e., 840 days in total. There after he was retrenched from his services of Railways' without any notice and without payment of retrenchment compensation. Thereafter he wrote letters to the different authorities of Railways, for instance-to the Divisional Manager of Railways, foreman of New Bongaigaon, General Manager of Railways and sent advocate notice lastly. But nobody responded his prayer. The Regional Commissioner (Central) Assam tried to conciliate the matter with the representatives of Railways. But failed. Exts. 1 and 2 are two certificates issued by the foreman, New Bongaigaon in support of his service, Ext. 3 is the letter written by foreman to the DRM, N. F. Railways, Ext. 4 is the letter written on behalf of General Manager, Railways, Ext. 5 is the letter written on behalf of DRM to G.M., Railways, Ext. 6 is the original letter written by Asstt. Labour Commissioner (Central), Guwahati to the General Manager, N. F. Railways and Ext. 7 is the Advocate notice sent to General Manager, N. F. Railways, Divisional Manager, Railways, to foreman locoshade, Railways, New Bongaigaon. He acquired the status of temporary employee and acquired the right to be appointed as regular and permanent staff. He (workman) has prayed to get his post of Box porter under foreman Locoshade, N. F. Railways, New Bongaigaon with all service benefits since 29-5-98 i.e., the date when he was retrenched from his services.

5. The above case of the workman in his written statement and his evidence given before this tribunal, W.W. No. 1, stand un-rebutted since the management side did not contest this case. It is gathered from the un-rebutted case and evidence on record that the workman was continuously working as a box porter under the management with effect from 1-2-94 to 29-5-96 i.e., for 28 months numbering 840 days in total without any break of his service. It is also gathered from the case of the workman and his evidence on record that the workman was retrenched from his services of the managements without giving him the retrenchment compensation on issuing any

notice. It appears from the evidence on record and case of the workman that the workman had neither been given one month's notice in writing indicating the reasons for retrenchment, where no question of expiry of the period of the notice arises too, nor paid him (workman)' wages for the period of notice' in lieu of such notice, before his retrenchment in question. It is also appeared from the case of the workman his evidence on record that he (workman) was not paid compensation at the time of retrenchment and not served notice on the appropriate Government in prescribed manner, as provided under section 25-F (a), (b) and (c) of the Industrial Disputes Act, 1947. As such management clearly violated the provisions of the said section (Section 25-F(a), (b) and (c) of I.D. Act. Even there is no 'Continuous' and 'uninterrupted' service for one year within the measuring of section 25-F read with 25-B(1) because of illegal strike by workmen, the workmen would be entitled to the benefits of section 25-F if even excluding the period of illegal strike the number of days during which the workman actually worked under the employer was more than 240 days as contemplated by section 25-B(2)(a)(ii) :—Standard Motor Products of India V. A. Parthasarathi (1985) 4 SCC 78 ; 1985 SCC (L&S) 934. Section 25-F is applicable even to a daily rated workman—workmen V. Municipal Corporation of Delhi, (1987) 2 LLN 118 (Del) ; (1987) 1 LLJ 85, Retrenchment without complying with section 25-F would be void ab initio. Such action would entitled the workman to a declaration for continuation in service with full back wages—Mohanlal V. Bharat Electronics Ltd., (1981) 3 SCC 225; 1981 SCC (L & S) 478. In absence of compliance with pre-requisites of section 25-F, the retrenchment brings about the termination would be ab initio void—(1984) 1 SCC 509; 1984 SCC (L & S) 144. Hence, Non-compliance with Section 25-F entitles to continuity of service with back wages and not merely to one month's pay in line of notice of retrenchment and compensation—Naratan Chopra V. Presiding Officer, Labour Court, 1989 SCC, 97 ; 1989 SCC (L & S) 565. According to Clause 39.1 Bahri's Hand Book For Railway men 1986, the casual labours are the persons engaged in seasonal, intermittent, sporadic or short term employments. According to Clause 39.6 of the same book the casual labour, who have put in 120 days of continuous service (360 days in case of project casual labour) same or similar type of work are entitled to temporary status of service.

6. In the light of my above discussions and findings, considering the totality of the case of the workman, Sri Abhinandan Pandit, and his evidence on record, it is decided that the retrenchment of services of Shri Abhinandan Pandit (workman), without giving retrenchment compensation to him and not regularising his services, under section 25-F of I.D. Act., is not justified. The issue is answered in negative, against the managements on exparte. The workman, Sri Abhinandan Pandit, is entitled to declaration for continuation in service with full back wages, for which I do this. The workman, Sri Abhinandan Pandit, has been reinstated in his services of the management w.e.f. 29-5-96 after setting aside their order of his retrenchment with full back wages and other benefits since that date.

7. This 'award' is given on exparte by me, under my hand and seal, on this the 7th Day of December, 1998, at this Industrial Tribunal, Guwahati.

D. HAZARIKA, Presiding Officer.

नई दिल्ली, 4 फरवरी, 1999

का. आ. 651.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कैथोलिक मिरेन बैंक लिमिटेड, ट्रिचुर के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलोर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-1999 को प्राप्त हुआ था।

[सं. एल-12012/324/91-आई.आर. (बी-III) बी-1]
सनातन, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 651.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Catholic Syrian Bank Ltd., Trichur and their workman, which was received by the Central Government on 3-2-1999.

[No. L-12012/324/91-IR(B-III)/B.I.]
SANATAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT BANGALORE

Dated 18th January, 1999

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C.R. No. 78/1991

I PARTY

Shri B. Arokianathan David,
No. 1739, Ramaswamy Palya,
Maruthi Sevanagar Post,
Bangalore-560033.

II PARTY

The Chairman-cum-Mg. Director
Catholic Syrian Bank Ltd.
Head Office,
Trichur-680020.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial dispute Act, 1947 has referred this dispute vide Order No. L-12012/324/91-IR.B. III dated 29-10-1991 for adjudication on the following schedule.

SCHEDULE

"Whether Shri B. A. David was workman of the Catholic Syrian Bank Ltd. in terms of Sec. 2(s) of the I.D. Act, 1947 ? If so, whether the action of the management of Catholic Syrian Bank Ltd. in dismissing Shri B.A. David w.e.f. 8-8-1988 was justified ? If not, to what relief Shri David is entitled to?"

2. The above reference is dated 29-10-1991. The first party filed the claim statement on 10-12-1991. The second party filed the counter statement on 27-2-1992.

3. The first party joined the bank as an officer trainee. On completion of probation he was confirmed as a Junior Grade I Officer and worked as an accountant at various places. He is B.Sc. and a Diploma Holder in Business Management.

4. During 1987 the first party was found indulging in misappropriation of bank's funds. A pre-investigation was conducted by Inspector of branches and on that basis a charge was framed on 9-12-1997 and the same was issued calling the explanation of the first party.

5. The charge is on various heads which consisted of misappropriation of amounts, which was totally on 5 counts. Since the explanation of the first party was not satisfied the disciplinary proceedings were initiated by appointing Assistant General Manager Shri N. C. Antony. The enquiry officer after conducting the enquiry in accordance with settled procedures, gave his report on 20-6-1988 concluding that all the charges against the first party was proved and he is guilty of misappropriation of bank's funds.

6. The Appeal against this order and review petition came to be rejected by the concerned authorities. The first party raised an Industrial dispute which resulted in the reference.

7. The first party in his claim statement questioned the validity of domestic enquiry by pointing out the various discrepancies by the enquiry officer and further questioned the competency of the appointing authority. He has finally contended that the enquiry was conducted on posthaste and yet speed by the enquiry officer.

8. The second party filed their counter statement denying the averments made in the claim petition and strongly contended that this tribunal has no jurisdiction as the dispute is not an Industrial dispute and the first party is not a workman. It is their contention that he was an officer vested with supervisory and Managerial powers and therefore he is incompetent to raise the dispute and take the benefit of law which is mainly intended to help the workman who satisfies the definition under Section 2(s) of the Industrial disputes Act.

9. As it regards to other points raised by the first party, they are all denied and it is strongly contended that the domestic enquiry was conducted in all fairness and the punishment meted to the first party is in accordance with settled principles and therefore no interference is warranted.

10. This tribunal has initially framed a preliminary issue on 27-2-1992 directing the second party to prove the validity of Domestic Enquiry in view of the contentions raised by the first party. During this period the second party filed I.A. No. 1 for interim relief which came to be rejected on 4-3-1993. On the very same day due to the contentions raised by the second party this tribunal has framed an additional preliminary issue throwing the burden on the first party to prove that he is the workman as denied under sec. 2(s) of the Act. The first party filed I.A. No. 2 suggesting 4 additional issues to be framed in the dispute. The first issue is relating to the question of proving the status of the first party as a workman and the burden should be on the second party. My learned predecessor by a considered order dated 13-11-1993 has rejected I.A. No. 2 and directed the first party to lead the evidence on the question of the term "workman".

11. The first party having not satisfied with the order of this tribunal has approached the Hon'ble High Court of Karnataka in W.P. No 20130/94. A Division Bench presided over by the Hon'ble Chief Justice, by an Order dated 21-2-1997 declined to interfere to the order passed by this tribunal on I.A. No. 2. Since no stay was granted the proceedings continued and the first party was not attempted to make any progress on the additional issue. However on 2-8-1994 a submission was made to this court with regard to interim order and the same was noted. Thereafter the case was adjourned continuously noting the absence of both

parties. The order sheet discloses that the first party is not even informed to this tribunal the order made in the W.P. on 21-2-1997. Due to the tendency of the first party in not making the progress and also his non appearance continuously the second party filed a Memo on 28-10-1997 praying this court to dispose the above dispute after recording the evidence on the side of the management.

12. Since it is incumbent on the part of the first party to prove the additional issue and it is also a point raised in the schedule, a notice under RPAD was issued to both parties. The notice was served but both parties remained absent.

13. The first party who has raised the dispute who is also duty bound to prove the first portion of the point raised in the schedule and having ultimately failed to prove this preliminary issue, the management can not be asked to prove the order of dismissal which is the second portion in the schedule.

14. However there is no impediment to ask the second party to prove the preliminary issue on domestic enquiry, the same is not warranted as it is the bounded duty of the first party to discharge the burden on the preliminary issue. Since the first party has failed to prove the preliminary issue the court can not embark to decide the other connected issues.

15. Therefore there is absolutely no impediment to hold that the first party was not a workman as defined under section 2(s) of the Industrial disputes Act at the time of his dismissal. Therefore any finding on the second issue is not necessary as the reference lost the character of industrial dispute as the first party was not a workman.

15. In the result the reference is rejected.

(Dictated to the stenographer, transcribed by her, corrected and signed by me on 18th January, 1999).

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली; 4 फरवरी, 1999

का. भा. 652.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न रेलवे, मुम्बई के प्रबन्धतंत्र के संबद्ध मिजोंकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, मुम्बई के पञ्चाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-1999 को प्राप्त हुआ था।

[सं. एन. 41011/68/95-आई. आर. (बी. 1)]

सनातन, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 652.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Western Rly., Mumbai and their workmen, which was received by the Central Government on 3-2-1999.

[No. L-41011/68/95-IR(B-I)]

SANATAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice C. V. Govardhan, Presiding Officer,

Reference No. CGIT-17 of 1997

PARTIES :

Employers in relation to the management of
Western Railway, Bombay.

AND

Their workman.

APPEARANCES :

For the Management : Shri Rohit Kumar, Ad-
vocate on behalf of Shri Suresh Kumar,
Advocate.

For the Workman : Shri M. B. Anchan, Advoca-
cate.

STATE : Maharashtra.

Mumbai, dated this the 13th day of January, 1999.

AWARD

Shri M. B. Anchan, Advocate for the Union filed
an application stating that the Union does not want
to prosecute the reference and the same may be dis-
posed off.

Hence, a 'no dispute' award is made. The matter
is disposed off as above.

C. V. GOVARDHAN, Presiding Officer.

नई दिल्ली, 8 फरवरी, 1999

का. आ. 653 :—औद्योगिक विवाद अधिनियम,
1947 (1947 का 14) की धारा 17 के अनुसरण में,
केन्द्रीय सरकार कर्नाटक बैंक के प्रबन्धन के संबद्ध नियोजकों
और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक
विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलूर के
पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को
5-2-1999 को प्राप्त हुआ था।

[सं. ल.-12011/3/97—आई. आर. (बी- I)
सनातन, डेस्क अधिकारी

New Delhi, the 8th February, 1999

S.O. 653.—In pursuance of Section 17 of the
Industrial Dispute Act, 1947 (14 of 1947), the
Central Government hereby publishes the award of
the Central Government Industrial Tribunal, Banga-
lore as shown in the Annexure in the Industrial Dis-
pute between the employers in relation to the mana-
gement of Karnataka Bank and their workman,
which was received by the Central Government on
5-2-1999.

[No. L-12011/3/97-IR(B-I)]
SANATAN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR

COURT, BANGALORE

Dated, 22nd January, 1999

PRESENT :

Justice R. Ramakrishna, Presiding Officer,

C. R. No. 20/98

I Party :

The President
Karnataka Bank Staff
Association, No. 67,
2nd Floor, K. H. Road,
Shanthinagar,
Bangalore-560021.

II Party :

Assistant General Manager
Karnataka Bank Ltd.,
HR & IR Deptt, Head Office
PB No. 716, Kodiabail
Mangalore-575001.

AWARD

1. The Central Government by exercising the
powers conferred by clause (d) of sub-section (1)
and sub-section 2A of the section 10 of the Indus-
trial disputes Act, 1947 has referred this dispute for
adjudication vide Order No. L-12011/3/97-IR(B.I)
dated 4-3-98 on the following schedule.

SCHEDULE

"Whether the action of the management of Kar-
nataka Bank Ltd. in transferring Shri U.
Sudhakar Shetty from Madhugiri Branch
to Raichur Branch is justified, if not, to
what relief he is entitled?"

2. This reference is dated 4-3-98. An ordinary
notice issued to the first party and the second party
are duly served. The second party is represented by
a learned advocate. A notice under the RPAD
also issued to the first party is duly served. He has
not appeared on the date of hearing and on adjourn-
ed date. He has also not complied with the rule
10(B) in filing the claim statement within 15 days
from the receipt of the reference. The matter is re-
lated to justification of transfer from one branch to
another branch.

3. Taking into consideration the facts narrated
above the reference is rejected.

(Dictated to the stenographer, transcribed by her,
corrected and signed by me on 22nd January, 1999.)

JUSTICE R. RAMAKRISHNA, Presiding Officer.

नई दिल्ली, 8 फरवरी, 1999

का. आ. 654 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रत्नाकर बैंक लिमिटेड, कोल्हापुर के प्रबन्ध-तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. II, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-1999 को प्राप्त हुआ था।

[नं. एल.-12012/44/97-आई. आर. (बी. I)]

सनातन, डेस्क अधिकारी

New Delhi, the 8th February, 1999

S.O. 654.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Ratnakar Bank Ltd., Kolhapur and their workman, which was received by the Central Government on 5-2-1999.

[No. L-12012/44/97-IR(B-I)]

SANATAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II MUMBAI
PRESENT:

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/91 of 1997

Employers in relation to the management of
Ratnakar Bank Ltd., Kolhapur.

AND

Their Workmen

APPEARANCES:

For the employer—S/Shri Rajesh Hukeri & R. N.
Shah Advocates.For the workmen—Shri Uday B. Jadhav,
Advocate.

Mumbai, dated 13th January, 1999

AWARD

The Government of India, Ministry of Labour by its Order No. L-12012/44/97-IR(B-I), dated 5-11-97 had referred to the following Industrial Dispute for adjudication:

“Whether the action of the management of the Ratnakar Bank Ltd. Kolhapur in terminating the services of Shri Ganesh Sadashiv Palange sub staff w.e.f. 6-11-93 is legal? If not, to what relief the workman is entitled to”.

2. Ganesh Sadashiv Palange the workman filed a Statement of claim at Exhibit-6. He contended that he was employed as a peon by Managers of different branches of Ratnakar Bank Limited, Kolhapur bet-

ween the period 8-5-82 to 6-11-93. He was in continuous service. He was given national breaks by the management.

3. The workman pleaded that there were vacancies of permanent peons with the bank but they never filled up the same with an intention not to give the facilities of the permanent employees. His services were terminated on 6-11-93 without any notice or being the retrenchment compensation. No domestic inquiry was held against him while terminating the services.

4. The workman averred that the management had appointed other persons in his place as permanent peon and violated the provisions of section 25H of the Industrial Disputes Act. He reinstated the management for reinstatement in service but it was of no use.

5. The workman averred that he filed a complaint under MRTM & PULP Act against the management bearing No. 100/94 before the Labour Court, Kolhapur. The bank filed a written statement there in and ultimately the complaint was withdrawn. After the withdrawal of the complaint a demand notice dtd. 14-9-95 was sent to the bank, claiming reinstatement with full back wages. It is averred that he was never employed during the leave vacancies but appointed to do the work of a permanent nature as an individual employee. It is asserted that there is a work of a permanent nature available with the bank.

6. The workman prayed that the bank may be directed to reinstate in service in continuity alongwith full back wages and other consequential reliefs.

7. The management resisted the claim by the Written Statement (Ex.-7). It is asserted that the workman was appointed on daily wages and purely in leave vacancy of a peon. He offered himself to be appointed in a leave vacancy and after the period of leave is over his services used to be concluded automatically. He gave an application for getting the wages worked days in the leave period and the payments were made on the basis of the daily wages. It is denied that his services were terminated on 6-11-93 as claimed by him. But he did not offer himself for doing the job on leave period thereafter. It is submitted that the case of the workman falls under section 2(o)(bb) of the Industrial Disputes Act of 1947. It is not the case of retrenchment nor a termination. Therefore there is no question of making any payment by way of retrenchment compensation as contemplated under the Industrial Disputes Act.

8. The bank contended that they decided to fill up the post of peons i.e. sub-staff in the bank. The workman was called for that interview but he could not be selected. Thereafter he filed the present dispute. It is denied that he was given a notional break as claimed by him. It is submitted that the bank never violated the provisions of section 25H of the Industrial Disputes Act as claimed by the workman. It is averred that he is not entitled to any relief as claimed.

9. The workman filed a rejoinder at Exhibit-8. He reiterated the contention taken in the Statement of Claim and denied the contentions taken by the management.

1 10. The issues are framed at Exhibit-9. The issues and my findings there on are as follows :

Issues	Findings
1. Whether the workman proves that he was continuously in service between 8-5-82 to 6-11-93?	No.
2. Whether the workman proves that he was retrenched from the service without complying the provisions of retrenchment?	Does not survive.
3. Whether the bank did not follow the provisions of Section 25H of the Industrial Disputes Act?	Does not survive.
4. Whether the workman was engaged only for a specific period as a casual labourer?	Yes.
5. Whether the workman is entitled to reinstatement in service w.e.f. 6-11-93?	No.
6. If yes, what relief he is entitled to?	Does not survive.

REASONS

11. Ganesh Sadashiv Palange (Ex-11) affirmed that he is working as a peon from 8-5-82 to 6-11-93 continuously. There were notional breaks. Ashok Ram Chougule (Ex-17), the administrative officer admits the fact that the workman was engaged between the above said period. But according to him he was in continuous employment but he was engaged on the leave period of the peons and was paid on daily wages for the above work.

12. Palange in his cross examination categorically admits that the applications which are produced along with Ex-10|1 to 134 bears his signature. The contents are correct. These applications are made by him to the bank for getting the wages for works done by him. He never complained to any officers of the bank or filed a criminal case against the management for putting incorrect statement in the application. These applications referred to for getting wages for the work done in the period which permanent peon was on leave. It can be further seen that some of these applications are printed one. The necessary information is filed there in. Palange affirms that so far as application (Ex-10|33) is concerned when he worked in that bank Manohar Patil was also in the bank and was doing the work. If that would have been so there was no reason for him to sign these applications. It can be further seen that he had not raised any grievance in respect of the recitals of this application to any authorities. Looking to the Statement of Claim it can be also seen that there is no mention of these applications and management obtaining his signatures on it without allowing him to read it or putting the contents wrongly. I am not inclined to accept the contention of the workman that the contents in these applications are incorrect.

13. Palange affirms that he was employed by the different branches of the bank and the Branch Managers had informed the head office accordingly. The photo copies of the letters are produced by him at

Exhibit-14|2 to 5. Chougule could not identify the signature. Exhibit-14|3, 4 & 5 are concerned he accepts that they are sent by the Branch Managers to the Head Office. It relates to the working of Palange as a daily labourer. Infact there is no dispute that Palange worked with the bank as daily wages labourer between the period 1982 to 6-11-93 and even further thereafter. But, it is disputed that he is continuously working and the practice which he alleged to be given are notional breaks. But the contention of the bank is that he was engaged on daily wages in the leave period of the peons and paid accordingly. In other words the engagement of the worker was for a specific period i.e. the leave period of a permanent peon. That is which is established on the basis of the applications which are produced along with (Exhibit-10). The Learned Advocate for the workman vehemently argued that the endorsement below Exhibit-18 which speaks that the employer carves leave to file the additional applications forwarded by the second party workman and the employer is collecting the same application from various branches. It reserves the right to file additional documents in the above matter. On the basis of this endorsement it is tried to submit that the workman was engaged continuously. I am not inclined to accept this suggestion. It is because looking to these applications it has to be said that he was engaged in a leave period only and that too in different branches. No doubt on the basis of the admission of Chougule it is to be said that the services which is carried out by the workman is to be treated as a continuous one. But the fact will remain that the engagement was of a specific period i.e. leave period. There is no document to show that during the period of 12 calendar months preceding the date with reference to which calculation is to be made i.e. 6-11-93. He has actually worked for more than 240 days. It is therefore it cannot be said that he is in continuous employment of the bank.

14. For the sake of argument even if it is said that in different branches he had served for more than 240 days then in that case also it has to be said that his engagement was for a leave period and the breaks which were there are not artificial. It is therefore the workman will not be entitled to get the benefit of section 25(B) of the Industrial Disputes Act of 1947. Exhibit-14|7, 8, 9 are the extracts showing the working days of the workman. These extracts are prepared by the workman himself. They are not certified to be true by the bank. The workman affirmed that they are correct which is denied by the bank and for the reasons stated above they cannot be accepted.

15. There is no dispute that any compensation was paid to the workman nor any notice was given to him. The workman accepts that he was never given an appointment letter nor the termination letter. On the contrary Chougule affirms that he was informed by the letters that he would approach the banks to get the daily work whenever available. It appears that he was given work after 6-11-93. He had done the work also. It is therefore rightly stated that there is no termination nor retrenchment.

16. Section 2(aa)(bb) states that retrenchment means the termination by the worker of the service of the workman for any reasons whatsoever otherwise

then the punishment included by way of disciplinary action but does not include termination of a service of workman as a result of non renewal of contract of employment between the employer and the workman concerned on its expiry or of such a contract being terminated under a stipulation in that part contended there in. When the work was given to the workman there was a stipulation viz. the leave period of a regular peon. Therefore, it cannot be called as a retrenchment as alleged by the workman.

17. The Learned Advocate for workman placed reliance on Punjab Land Development and Reclamation Corpn. Ltd. Vs. Presiding Officer, Labour Court Chandigarh 1990 II CIR pg. 1. Their Lordships observed that retrenchment means the termination by the employer and the service of the workman for any reason whatsoever except those expressly included in section 2(oo) of the Act. In another case viz. Tata Consulting Engineers Vs. Valsala K. Nair 1997 II CLR 1099. That was a case wherein the workman was initially appointed for two months and later on the period was extended from time to time. It was the contention of the management that as the initial appointment was for a particular period the case is governed under clause (bb) of section 2(oo) of the Act. While rejecting the contention their Lordships observed that it cannot be said that the termination was not retrenchment. The ratio in that authority has no application. It can be seen from the reasons which I have already given above that the case of the management clearly fits in the requirement of section 2(oo)(bb) of the Industrial Disputes Act, of 1947.

18. The Learned Advocate for the workman also placed reliance on Gangaram K. Madekar Vs. Zenith Safe Mfg. Co. 1 1996 I CLR 172. The facts of that case are quite different than the facts before me. There is no case of abandonment. It has no application.

19. Admittedly the workman was called for an interview which was held in the year 1995. He was not selected for the post. In other words he was not found fit for the selection. It appears to me that thereafter he had chosen this way to get the employment which cannot be allowed.

20. Chougule (Ex-17) affirms that the workman was gainfully employed. He produced the certificate (Exhibit-15[1]), given by owner of Mahalaxmi Hossieries stores, Kolhapur. This certificate is dated 16-7-98. It is categorically mentioned there in that the workman works as a salesman in his shop and he is sincere. There is no mention how much amount he gets. Later on the same owner had send a letter which is at Exhibit-19 dated 22-9-98. He clarified that Palange the workman is his friend and as he was unemployed he was sitting in his shop. A person came in his shop and informed that he will get employment to Palange and that he should give a certificate to that effect. I find that this letter is nothing but an after thought and to fill up the gaps. He must be gainfully employed there. So far as the income is concerned it is in his knowledge which he is not ready to disclose. Chougule

affirms that in the interview it was recorded that workman is gainfully employed. This recording is on the admission of the workman. I therefore find that workman is gainfully employed, after his daily employment was over.

21. Section 25H deals with reemployment of retrenched workmen. As the workman is not retrenched there is no question of application of the said section for all these reasons I record my findings on the issues accordingly and pass the following order:

ORDER

The action of the management of Ratnakar Bank Limited Kolhapur is legal and justified.

S. B. PANSE, Presiding Officer.

नई दिल्ली, 3 फरवरी, 1999

का. आ. 655—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई. एन. एस. अग्रणी, कोइम्बटूर के प्रबन्धन के संबद्ध निवृत्तियों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण चेन्नई के पंचाट प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-99 को प्राप्त हुआ था।

[सं. एल.-42012/133/95-आई. आर. (डीयू)]

के. वी. बी. उण्णी, अवर सचिव

New Delhi, the 3rd February, 1999

S.O. 655.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Chennai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of INS Agrani, Coimbatore and their workman, which was received by the Central Government on the 3-2-1999.

[No. L-42012/133/95-IR(DU)]

K.V.B. UNNY, Under Secy.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU CHENNAI—104

Friday, the 18th day of September, 1998

PRESENT :

Thiru S. Ashok Kumar, M.Sc., B.L., Industrial Tribunal,

INDUSTRIAL DISPUTE NO. 39 OF 1996

(In the matter of the dispute for adjudication under Section 10(1)(d) of the I.D. Act, 1947 between the Workman and the Management of INS Agrani, Coimbatore).

BETWEEN

Shri G. Mariappan,
C/o. State Secretary,
UTUC, Edappally North,
Cochin—600024.

AND

The Establishment Officer,
INS Agrani,
Red Fields,
Coimbatore—600018.

REFERENCE :

Order No. L-42012/133/95-IR(DU), Ministry of Labour, dated 24-4-1996, Government of India, New Delhi.

This dispute coming on for final hearing on Thursday, the 27th day of August, 1998, upon perusing the reference, claim, counter statements and all other material papers on record, upon hearing the arguments of Thiru C. P. Menon, Authorised representative for the workmen and of Thiru S. Seshadri, Central Government Pleader appearing for the respondent management, and this dispute having stood over till this day for consideration, this Tribunal made the following :

AWARD

This reference has been made for adjudication of the following issue :

"Whether the action of the Management of INS Agrani, Red Fields, Coimbatore in terminating the services of Shri G. Mariappan, is just, proper and legal ? If not, to what relief the workman is entitled to ?"

2. The main averments found in the claim statement of the petitioner are as follows.—The petitioner was working as a sweeper on daily rate wages of Rs. 10 per day under the respondent management. The petitioner was working in the above capacity from September 1982 onwards, without any cause for complaint. While working in the above manner, the petitioner's services were terminated without any rhyme or reason with effect from 6-3-1988 onwards. The termination of service of the workman was arbitrary and illegal. The petitioner had over 6 years service at the time of his termination. Termination from service amounts to retrenchment, but the mandatory provisions of Sec. 25F of the I.D. Act, have not been complied with. Neither was the workman given notice nor was he given notice pay. The termination of service of the workman was also violative of principles of natural justice. No notice was given to the workman and the workman was also not given an opportunity of being heard before his services were dispensed with. The termination of service of the workman is ab initio void and therefore unsustainable. The petitioner prays for reinstatement with continuity of service, backwages etc.

3. The main averments found in the counter statement filed by the respondent are as follows.—The petitioner has not furnished any documentary evidence in support of his allegation that he was working as Sweeper on daily wages at the rate of Rs. 10 per day. When the records were verified, petitioner's name was not found in the muster roll of management. 12 safaiwalas were already sanctioned and all the safaiwalas are still working, and there was no necessity for employment of additional man power. Respondent specifically denies the petitioner's allegation that he was employed as Sweeper, that he was working in respondent for six years. The petitioner has not produced the appointment order or any other document in this regard. The respondent establishment is not an industry as per Sec. 2(j) of the Industrial Disputes Act, and therefore the question of retrenchment of the petitioner does not arise at all. Even if the petitioner's contentions are taken as true, the appointment of a sweeper is for a specific period and he has no right to be employed further on cessation of his employment. As per Sec. 2(oo) (bb) termination of the service of a workman as a result of non-renewal of contract of employment the contract being terminated under a stipulation contained therein does not amount to retrenchment. The petitioner has put forth his claim after a long gap of 8 years after alleged termination of his service and hence the claim should be dismissed.

4. The petitioner has examined himself as WW1 and Ex. W-1 to WW6 have been marked. On behalf of the respondent management Thiru C. G. John an Upper Division Clerk of the respondent management has been examined as MW1 and Ex. M.1 to M.3 have been marked.

5. The Point for consideration is : Whether the termination of the petitioner from service is justifiable and if not to what relief the petitioner is entitled to ?

6. The Point.—The petitioner Shri G. Mariappan was initially employed as a Mess boy in the respondent establishment and subsequently as Sweeper (casual) in the respon-

dent management. Ex. W-1 is a certificate dated 19-9-72 issued by Lt. Commander Executive Officer of the respondent management wherein it is mentioned that the petitioner was employed as a mess boy of the establishment for about 6 years and subsequently as a Sweeper (casual) for 6 months. It has been further certified that the petitioner is young, energetic and capable of carrying out duties, as a sweeper and he is calm by nature and his conduct and character are very good. Ex. W-2 is another certificate issued by another Lt. Commanding Officer of the respondent management on 1-7-1973 certifying the petitioner as a casual sanitary sweeper for one year and his character and conduct are satisfactory. Ex. W-3 is a letter sent by the District Employment Office, Coimbatore to the petitioner regarding the forwarding of the particulars of the petitioner to the respondent for appointment as sweeper on the same scale of pay of Rs. 20 per day and the post is said to be temporary. Ex. W-4 is the letter sent by the Lt. Commander Civilian Establishment Officer for Commanding Office, calling the petitioner for the post of Sweeper at the rate of Rs. 20 per day. While the petitioner was thus working in the respondent management as Sweeper, on 9-3-1988, Ex. W-5 letter has been served on the petitioner stating that at his personal request, he has been relieved of his duties as labourer in Stores w.e.f. 1-3-1988. On 7-4-88 the petitioner has sent Ex. W-6 letter to the respondent management which contains particulars as follows :

" I had served as sweeper in INS Agrani, Red Fields, Coimbatore from 1967 to 1974 and my service was terminated due to my illness.

Again I was provided temporary employment on Rs. 10 per day from 1982 onwards. From September 1987 onwards, the daily rate was enhanced to Rs. 20 and I served till 5-3-1988. Then a permanent vacancy occurred, and I am the seniormost person eligible for absorption. But, I was asked to give in writing that I do not want the post, which I refused to do. Because the Supdt. C.N. Murthy, wanted to give that post to his favourite, he insisted me to decline the post. Since I refused, he stopped me from even the daily rate work without any notice from 6-3-1988. I belong to the SC community while the new hand absorbed in the permanent post belongs to OC. I am the seniormost person having served this Dept., from 1967 onwards. I was ignode and a junior appointed in the regular post. This is really heart rending."

I therefore request you to kindly intervene and pass orders to post me in the said vacancy and thus render justice."

For the above Ex. W-6 letter no reply has been sent by the respondent management. The contention of the petitioner is that for the purpose of giving employment to a person forwarded by the concerned officer, the petitioner was suddenly terminated and the termination order was as if he made a personal request to be relieved of his duties. The contention of the respondent management is that the petitioner was employed in the house of one Commander and he was paid from the contributions given by the officers to meet the expenses of the workers and was not paid from the funds of the respondent management and since there was a theft in the house of one NM. Saklani, a Commander, the petitioner and his wife Mrs. Papathi who was a sahayika in the school run by the management were terminated from service and they were black listed. Though the petitioner has deposed that he has served under the respondent till 9-3-1988, MW1 Thiru C.J. John has admitted that from July 1984 till June, 1991, petitioner has served under the suggestion that four new persons were employed as before terminating services of the petitioner no notice was given to him and no compensation was paid to him. To the suggestion that four new persons were employed as sweeper/khalasi, in the respondent management, MW1 has replied that he had no knowledge about it. MW1 who deposed on behalf of the management should be aware whether any new person was appointed after terminating the services of the petitioner. But when specific suggestion was made that four new persons were appointed after terminating the service of the petitioner, instead of refuting the suggestion, MW1 has simply stated that he does not know.

7. Regarding the theft said to have occurred in the house of N.M. Saklani the complaint made by him in Ex. M-2 and

based on the said Ex. M.2 complaint the petitioner and his wife Smt. Papathi have been black listed on 1-7-1991 as per Ex. M.3. Even in Ex. M.2 letter the Commander has simply stated that he has got full suspicion in the family of his domestic servant by name Mrs. Papathi. In Ex. M2 letter it is mentioned that Papathi is a Sahayika in KG School and her husband is a mess boy in the mess. The said letter is dt. 24-6-1991. If the complaint was made only on 24-6-1991, Smt. Papathi and her husband were black listed only on 1-7-91. There is no reason why Smt. Papathi wife of the petitioner was terminated from service from 1-6-1991 as admitted in I.D. 33/96. There has been no police complaint or charge sheet framed against the petitioner or his wife or any enquiry has been conducted. The complaint of Commander Th. Saklani is dated 24-6-1991 whereas termination of service of the petitioner's wife is 1-6-91 and the petitioner from 1988 as contended by him. The petitioner had been working as a temporary sweeper and mess boy for several years and terminating his service without any enquiry for any misconduct or without following the mandatory provisions of Sec. 25F of the I.D. Act is not sustainable. The respondent has not let in any evidence to show that the employment of the petitioner was on contract basis and thereafter the contention of the respondent that the petitioner was terminated due to non-renewal of the contract is not maintainable. Since termination of the petitioner is invalid in law, the petitioner is entitled for reinstatement in service with back wages, continuity of service and other attendant benefits. Award passed. No costs.

Dated, this the 18th day of September 1998.

S. ASHOK KUMAR, Industrial Tribunal.

WITNESSES EXAMINED

For Petitioner-workman :

W.W. 1 : Thiru G. Mariappan.

For Respondent-management:

M.W. 1 : Thiru C. G. John.

DOCUMENTS MARKED

For Petitioner-workman :

Ex. W-1/19-9-72 : Copy of the letter dated 19-9-72 issued by the Opposite party to the applicant (xerox copy).

Ex. W-2/1-7-77 : Certificate issued by the Opposite party to the applicant.

Ex. W-3/4-9-87 : (District Employment Exchange, Coimbatore) issued by the respondent to the applicant in No. K2/686.

Ex. W-4/22-9-87 : Copy of the letter issued by the Opposite party to the applicant.

Ex. W-5/9-3-88 : Copy of the letter issued by the Opposite party to the applicant.

Ex. W-6/7-4-88 : Letter sent to the opposite party by the applicant.

For Respondent-management:

Ex. M-11/11-6-98 : Authorisation given to C. J. John, UDC to give evidence (xerox).

Ex. M-2/24-6-91 : Letter by the Commanding Officer, Agrani (xerox).

Ex. M-3/July 1991 : Black listing of servant (xerox).

नई दिल्ली, 3 फरवरी, 1999

का. आ. 656:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई. एन. एस. अग्रनी, कोईम्बटूर के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अग्रनी में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण,

चलवाई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-99 को प्राप्त हुआ था।

[सं. पञ्ज.-42012/31/95-आई. आर. (डी यू.)]

के. वी. बी. उन्नी, अवसर सचिव

New Delhi, the 3rd February, 1999

S.O. 656.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Chennai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of INS Agrani, Coimbatore and their workman, which was received by the Central Government on 3-2-99.

[No. L-42012/31/95-IR(DU)]

K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU
CHENNAI-104

Friday, the 18th day of September, 1998

PRESENT :

Thiru S. Ashok Kumar, M. Sc., B.L., Industrial Tribunal.
Industrial Dispute No. 33 of 1995

[In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workmen and the Management of Commanding Officer, INS Agrani, Coimbatore.]

BETWEEN

Smt. Pappathi,
S/o Mariappan,
C/o. State Secretary,
UTUC, Edapally North,
Cochin-682024.

AND

The Commanding Officer,
INS Agrani,
Red Fields,
Coimbatore-682018.

REFERENCE :

Order No. L-42012/31/95-IR(DU), Ministry of Labour,
dated 27-3-96, Government of India, New Delhi.

This dispute coming on for final hearing on Thursday, the 27th day of August, 1998, upon perusing the claim, counter statements and other material papers on record, upon hearing the arguments of Thiru C. P. Menon, Authorised Representative appearing for the petitioner workman and of Thiru S. Seshadri, Central Government Pleader appearing for the respondent management, and this dispute having stood over till this day for consideration, this Tribunal made the following :

AWARD

This reference has been made for adjudication of the following issue :

"Whether the action of the management of the Commanding Officer, INS Agrani, Red Fields, Coimbatore in terminating the services of Smt. Pappathi, an Ex. Ayah, is just, proper and legal? If not, to what relief the workman is entitled to?"

2. The main averments found in the claim statement filed by the petitioner are as follows: The workman was working as a sweeper on monthly wages of Rs. 425 under the respondent-management. The petitioner was working in the above capacity from 1974 onwards, without any cause for complaint. While working in the above manner, her services were terminated without any rhyme or reason w.e.f. 1-6-91.

The termination of service of the workman was arbitrary and illegal. The workman had over 16 years of service at the time of her termination. Her termination from service amounts to retrenchment but the mandatory provisions of Section 25F of I.D. Act, have not been complied with. No notice or notice pay was given to the workman. The termination of service of the workman was also violative of principles of natural justice. No notice or opportunity was given to the workman before her services were dispensed with. The termination of service of the workman is ab initio void and, therefore, unsustainable. The petitioner prays for reinstatement in service with back wages and other attendant benefits.

3. The main averments found in the counter statement filed by the respondent are as follows: The respondent establishment is a training establishment. The petitioner was neither employed in Government service nor paid from Government fund. The petitioner was a domestic servant of Commander N. M. Saklani, who was one of the officers of the respondent's establishment between November 1987 and June 1991 and she was also given a servant quarter for living. The petitioner also worked as a Sahayika in the Naval KG School run by Naval Personnel in their private capacity and salaries to the teachers and to the other individuals are paid from contribution from parents of the children and nominal support from the Regiments Funds (Non-Public Funds) of the respondent for a period from July 1984 to June 1991. The petitioner was black-listed because of her undesirable character and hence Commander N. M. Saklani vacated her from the servant quarter. The petitioner was also removed from KG School on the same ground. Under such circumstances, the termination of petitioner from service is not retrenchment as alleged by the petitioner and no notice was required to be served on her. Respondent prays to dismiss the claim petition.

4. The main averments found in the rejoinder statement filed by the petitioner are as follows: The training establishment functioning under the respondent is coming within the meaning of industry, as per the decision of the Hon'ble Supreme Court in Bangalore Water Supply and Sewerage Board Case. The law is settled regarding the legal position that educational institutions, hospitals, etc., come well within the purview of the I.D. Act, 1947. The respondents are ultimate and principal employer if not immediate employer. There exists employer-employee relationship between the petitioner workman and the respondent management and the petitioner was closely watched and supervised by the respondents. Hence, it is highly arbitrary to state that the respondent neither employed the petitioner nor paid her wages. The fact that the petitioner was working as Sahayika has been beyond the ambit of doubt because respondent himself has issued certificate at various occasions commanding the services of the petitioner. The respondent admits the fact that the petitioner was black-listed and she was terminated without any notice. This action is per se illegal, arbitrary, mala-fide and capricious because it directly violates principles of natural justice called 'audi alteram partem'. Anyone whose removal/termination or dismissal from service without notice or without affording an opportunity of being heard, is null and void and does not exist in the eyes of law. Before a person is terminated on the ground of misconduct, it has to be proved/ascertained by a duly constituted impartial committee, by affording reasonable opportunity to the workman. In the absence of such a quasi-judicial recourse, it is highly illegal to hold that the termination of petitioner was legal and sustainable.

5. The petitioner has examined herself as WW1 and Ex. W-1 to W-4 have been marked. Evidence of Management witness recorded in I.D.-39/96 was taken as evidence of the respondent in this case also as per a joint memorandum filed by both sides. Ex. M-1 has been marked on behalf of the respondent management.

6. The point for consideration is: Whether the action of the management of the respondent in terminating the services of the petitioner Smt. Papathi, Ex. Ayah, is just, proper and legal? If not, what relief the petitioner is entitled to?

7. The Point: The petitioner workman Smt. Papathi was working as a sweeper in the respondent management from 1974 onwards and later on she was appointed as Sahayika in the school run by the respondent management. The petitioner was terminated from service w.e.f. 1-6-91 without any notice of payment of compensation. According to the petitioner the respondent has violated the mandatory provisions of Section 25F of the I.D. Act, 1947. The contention of the respondent management is that petitioner was black-listed alongwith her husband who is the petitioner in I.D. 39/96 for some theft in the house of a Commander, and, therefore, both of them were black-listed and their services were terminated and there is no violation of Section 25F of the I.D. Act, 1947. The petitioner's identity card which has been renewed upon 1-7-91 is Ex. W-1. Though the petitioner has contended that she was working in the capacity as a sweeper from 1974 onwards apart from her oral evidence there is no other documentary evidence except the identity card, the date of issue of the I.D. Card is not clear but the validity of Ex. W-1 identity card is from 7-10-89 to 1-7-91. On 20-2-87 the petitioner has been awarded a proficiency award for her hard work and sincerity as Sahayika under the respondent management and the said proficiency certificate is Ex. W-2. After her termination the petitioner has filed an application raising a dispute on 9-10-91 and the said application is Ex. W-3. The further application of the petitioner to the Deputy Commissioner of Labour, Coimbatore on 9-12-91 is Ex. W-4. In Exs. W-3 and W-4 the petitioner has contended that she was working under the respondent management for 16 years. The simple contention of the respondent management is that there was a theft in the house of a Commander in whose servant quarters the petitioner and her husband (petitioner in I.D. 39/96) were residing and on his complaint both of them were blacklisted and terminated from their service. Ex. M-1 dated 1-7-91 is the Regulating Officer's staff note, black-listing the petitioner and her husband with an advice to all naval personnel not to employ them in Naval premises. No Police Complaint has been lodged for the theft alleged to have occurred in Mr. Saklani, Commander's house. No charge sheet was issued to the petitioner and no enquiry was conducted against her. Without any enquiry or notice or charge sheet, the petitioner has been black-listed and terminated from service. The petitioner had not been given an opportunity to be heard against allegations made against her. Though, the petitioner has claimed to have worked under the respondent for 16 years from 1974 onwards, she has produced documents to prove her employment atleast from 1987 till the date of termination for about 5 years. The respondent has not produced any document to show her employment for the earlier period also. The petitioner has also deposed about her continuous employment from 1974 onwards. Even assuming that the petitioner had worked under respondent only from 1987 onwards, as a Sahayika in the school run by the respondent management, her termination of service w.e.f. 1-6-91 without any notice or without following the mandatory provisions of Section 25F of the I.D. Act, 1947 are not sustainable in law. The contention of the respondent that the school is not an industry is also not maintainable in view of the judgement of the Hon'ble Supreme Court in Bangalore Water Supply and Sewerage Board Vs. Rajappa 1978 LIC 467 and the judgement of Division Bench of our Hon'ble High Court in Christian Medical College Vs. Government of India 1982 II LLJ 372. Therefore, the petitioner is entitled for reinstatement with back wages, continuity of service and other attendant benefits. Award passed. No costs.

Dated, this the 18th day of September, 1998.

THIRU S. ASHOK KUMAR, Industrial Tribunal

WITNESSES EXAMINED

For Petitioner-workman:

W.W.1—Smt. Papathy.

For Respondent-management: NIL.

DOCUMENTS MARKED

For Petitioner-workman:

Ex. W-1—Card for permit to enter to the workshop issued by the respondent to petitioner (xerox).

W-2—Proficiency award issued by the respondent to the petitioner/applicant (xerox).

W-3/9-10-91—Copy of the letter sent to the Opposite party to the applicant (xerox).

W-4/9-12-91—Letter by the application to the Deputy Labour Commissioner, Coimbatore (xerox).
For Management :

Ex. M-1/July, 1991—Black listing of servants (regarding petitioner and her husband).

नई दिल्ली, 3 फरवरी, 1999

का. आ. 657 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार खादी ग्रामोद्योग भवन के प्रबन्धसमूह के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-99 को प्राप्त हुआ था।

[सं. एल.-42011/42/92-आई. आर. (डी यू)]

के. वी. बी. उन्नी, अवर सचिव

New Delhi, the 3rd February, 1999

S.O. 657.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Khadi Gramodyog Bhawan and their workman, which was received by the Central Government on 3-2-99.

[No. L-42011/42/92-I.R.(DU)]
K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 1/94

In the matter of dispute between :

Shri Ram Parkash Kapoor & Ors.
through The General Secretary,
Khadi Gramodyog Bhawan Karamchari Sangh,
Regal Building, New Delhi-1.

Versus

The Manager,
Khadi Gramodyog Bhawan,
24, Regal Building,
Connaught Circus,
New Delhi.

APPEARANCES :

Shri Inderjeet Singh for the workman.
Shri Rajiv Mishra on behalf of
Shri Jagat Arora for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42011/42/92-I.R. (DU) dated 9/13-12-93 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the management of Khadi Gramodyog Bhavan, New Delhi was justified in not calling S/Shri Ram Parkash Kapoor, Ram Iqbal Yadav and Govind Ram for interview in the scale of Rs. 1400-2300, contrary to the rules of the Commission. If not what relief the concerned workmen are entitled to ?”

2. Ram Iqbal Yadav one of the three workmen of this reference only filed his statement of claim. He was presently working as UDC with the Management. He was working as a clerk in the year 1986 and was promoted as UDC in 1990 on selection basis in the scale of Rs. 1200-2040. He was passed in M.A. Hindi and completed three months training programme conducted by Central Board of Workers Education as other training course. The Management advertised post of Incharge in the scale 1400-2300 and one of the eligibility criteria for the said post an employee holding post lower than the next below post notified are not eligible to apply for the post of the Incharge. Ram Iqbal who treated himself to be fully qualified and applied for the interview for the said post but he was not called for interview by the management. Aggrieved with this he approached the authorities for conciliation and then got this reference made for adjudication.

3. The Management in its written statement alleged that he workman was not entitled to be called for interview as he was not eligible for the same.

4. The Management examined Smt. Taramani Sharama, Manager MW1 while Ram Iqbal Yadav himself appeared as WW1.

5. I have heard representatives for the parties and have gone through the record.

6. The Management in its oral as well as written arguments have alleged that the workman Ram Iqbal Yadav was not eligible for the post and was thus not called for interview.

7. The specific condition in the advertisement calling for application for the post was as follows :—
“Employees holding posts over than the next below post invited herein are not eligible to apply for the post.”

The scale of the present advertised post was 1400-2300 and the workman Ram Iqbal Yadav was in the scale of 1200-2040. He has himself ad-

admitted in his statement that there was a scale of 1350-2200 in between the scale of Rs. 1200-2040 and 1400-2300. The advertisement itself require that the persons eligible for the said post should only be working in the post next below post and no other person was eligible. None of the claimants including the workman Ram Iqbal Yadav were in the next below scale to the post advertised vide advertisement dated 14-3-91 and was also in Ministerial Cadre and was not otherwise eligible as per advertisement. The interview was held in September, 1991 and panel was prepared for selecting the employees. One Vinod was in the technical cadre in the Gram Shilp unit which is a separate Unit of KVIC-Khadi & Village Industries Commission. She was working in 1200-2040 scale and there was no intervening scale between that scale and the scale of the advertised post scale. While there was an intervening scale between the scale in which the present workman and the advertised post one Ajay Kumar Ahluwalia was also working as Cashier in the technical cadre in the Khadi Gramodyog Bhavan Delhi Unit in the scale 1350-2300 which was the next below scale of Rs. 1400-2300. Shri Rohilla was working in the scale of Rs. 1400-2300 at Calcutta and was posted at Delhi vide order dated 2-11-92 and his posting was not in furtherance of the advertisement dated 14-3-91. From the perusal of the record it is clear that all the empanelled candidates were also from the next below grade. This fact has been supported by the affidavit of the management witness MW1. There was no merit in the case of the claimants not calling Shri Ram Iqbal Yadav. The Management has not committed any violation contrary to the rules of the Commission. The other two workmen namely R.P. Kapoor and Govind Ram has not challenged nor have come into the witness box or led any other evidence.

8. I am, therefore, in view of my discussions above, of the opinion by not calling Ram Iqbal Yadav and others for interview the Management has not done anything contrary to the rules of the commission and they were fully justified in not calling them for interview. Parties are left to bear their own costs.

Dtd. 11-1-1999

GANPATI SHARMA. Presiding Officer

नई दिल्ली, 3 फरवरी, 1999

का. आ. 658 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम डिपार्टमेंट के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर

के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-99 को प्राप्त हुआ था।

[सं. एल.-40012/26/95-आई. आर. (डी.म.)]
के. बी. डी. उन्नी, अवर सचिव

New Delhi, the 3rd February, 1999

S.O. 658.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on the 3-2-1999.

[No. L-40012/26/95-IR(DU)]

K. V. B. UNNY, Under Secy.

ANNEXURE

INDUSTRIAL TRIBUNAL : ORISSA : BHUBANESWAR :

PRESENT :

Sri H. Mohapatra,
O.S.J.S. (Sr. Branch),
Presiding Officer,
Industrial Tribunal,
Orissa,
Bhubaneswar.

Industrial Dispute Case No. 15 of 1996 (Central)

Dated, Bhubaneswar, the 15th January, 1999

BETWEEN

The management of Chief General Manager,
Telecommunications,
Orissa Circle,
Bhubaneswar-751001. First Party-
management.

AND

Their workman Sri Manmohan Jena,
At/P.O. Balipatna,
Dist : Khurda. Second Party-
workman.

APPEARANCES :

Sri N. N. Patnaik, For the First
Asst. General Manager Party-
(Legal) Management
Sri M. M. Jena. The Second
Party
workman
himself.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon it by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-40012/26/95-IR(DU) dated 27th March, 1996 :

"Whether the action of the management of Telecom Department in not giving service to Shri Manmohan Jena is justified ? If not, to what relief the workman is entitled to ?"

2. The case of the second party briefly stated is that he is a resident of village Balipatna. He was engaged as a casual workman to perform the duties of sweeping, cleaning and water supply in the office of the D.O.T., Phulbani from 1-6-92 till 9-11-93. According to him, he was being paid Rs. 450/- per month though the payments were made on weekly basis. He completed 240 days of continuous service. His name found place in the attendance register for the period from June 1992 to July 1993 whereafter he was paid wages in vouchers. On 9-11-93 he was refused employment. According to the second party the refusal of employment was without any prior notice. According to the second party the work in which he was engaged was of permanent tenure. Alleging violation of the provisions of Section 25-F of the Industrial Disputes Act in terminating his services, he raised the industrial dispute for appropriate relief.

3. The first party-management filed its written statement wherein they challenged the maintainability of the reference contending that the Posts & Telegraph Department is not an 'industry' as defined U/s 2(J) of the Industrial Disputes Act. It is pleaded that the second party is not a 'workman' as his employment was on the basis of a contract and as such the termination of his service which was effected in pursuance of the terms of the contract is not liable for scrutiny with reference to the provisions of Section 25-F of the I.D. Act. It is pointed out that the Government of India abolished the system of casual mazdoor w.e.f. 1-4-85 giving clear direction to incur contingent expenditure for sweeping, water supply and cleaning to be performed on contract basis. As per instructions offices like the first party-management engaged labourers on contract basis for doing the job of sweeping, cleaning and water supply inviting quotations for the work. The Incharge of Telegraph office, Phulbani invited applications from intending parties for execution of the work, in the office on contract basis on payment of daily wage. The second party amongst others responded to the notice making his offer. The second party was engaged from 1-6-92 and was paid Rs. 15/- per day for the working days.

421 GI/99-26.

As the employment was contractual he was not required to mark his attendance in the attendance register like the regular employees. The second party received his wages under vouchers. In course of his engagement he was found insincere for which complaints were received. In the notice inviting quotations the management had reserved the right of termination of engagement without assigning any reason and in pursuance of such stipulation the services of the second party were terminated as per letter dt. 31-7-93. Fresh quotation was called for. As Siva Prasad Behera's quotation was found lowest it was accepted and he was allowed to execute the work from 27-8-93. The first party management seriously disputed the continuance of the second party in engagement till 9-11-93. The management also denied that the second party was absorbed in a Group-D post or that there existed any sanctioned post for performing the job of cleaning, sweeping and water supply. According to the first party, the nature of job was casual and the second party was free to perform other work in the remaining part of the day. The incumbency of the second party in office of the first party from 1-6-92 to 31-7-93 does not clothe the second party with any right to be continued in employment. Denying the plea of reinstatement and payment of back wages as claimed by the second party it is pointed out that as the contract was terminated in pursuance of the terms of engagement, the termination does not amount to retrenchment and is excepted statutorily in Section 2(oo) (bb) of the I.D. Act. As such, the provisions of Section 25-F of the I.D. Act have no application to the facts of the case. On these premises, the first party management disputed the averments made in the claim statement of the second party.

4. On the basis of the pleadings of the parties, the following is settled :

ISSUE

"Whether the action of the management of Telecom Deptt. is not giving service to Shri Manamohan Jena is justified ? If not, to what relief the workman is entitled to ?"

5. During hearing of this reference the workman examined himself as the solitary witness. The first party-management examined three witnesses to substantiate their plea that the engagement of the second party was contractual and such, the termination of his service did not require observance of the provisions of Section 25-F of the I.D. Act as it is clearly excepted under the provisions of Section 2(oo) (bb) of the said Act. Apart from the oral evidence the management relied on the copy of the quotation notice, Ext. E preceding the engagement wherein the details of work was specified. In response to the quotation the second party made an application, copy of which is proved as Ext. A, wherein he agreed to execute the work on

contract basis, on a wage of Rs. 15/- per day. Pursuant to such offer and acceptance the second party was entrusted with the job on 1-6-92. Copies of two other quotations are proved as Exts. E/1 and E/2 wherein two of the workmen had quoted a higher rate of wages as compared to the quotation of the second party. Upon termination of the contract with the second party, the management on 31-7-93 issued fresh quotation notices on similar terms and conditions which evoked response of three persons, namely, S.P. Behera, Budha Kanhar and Alekh Behera and according to the management S.P. Behera was entrusted with the job, his quotation being lowest w.e.f. 27-8-93. The management has explained the reasons for engagement of employees on contract basis as orders of the Govt. of India copies of which are proved as Exts. G and D there was ban on engagement of casual mazdoors. The heads of offices were authorised to exercise their own powers and incur contingent expenditure for sweeping, cleaning and water supply executing the work through contractors by calling for quotations as is evident in Ext. D; the copy of the circular of the Department of Telecommunications issued by the Sr. Superintendent Telegraph Traffic Division, Bhubaneswar. Thus under orders of the Govt. the work of cleaning, sweeping and water supply in the offices was being performed by engagement of casual labourers on contract. Though the management has taken resort to a plea that Telecommunication organisation is not an 'industry' within the meaning of section 2(j) of the I.D. Act on the basis of the decision of the Supreme Court in the case of Sub-Divisional Inspector of Posts Mrs. Theyyam Joseph, reported in 1996 (2) J.T. 457, the said decision having been over-ruled as per the judgment in General Manager, Telecom Vrs. S. Srinivas Rao reported in AIR 1998 SC page-656 and the ratio in Bangalore Water Supply Case, reported in AIR 1978 SC page-548 having been restored, the contention that the Telecommunication Deptt. of the Govt. is not an 'industry' is not tenable.

6. It is pertinent to note that as per the amending provisions of Section 2(oo)(bb) as introduced by the amending Act 49 of 1984 termination of service under the contractual stipulation or discharge simpliciter on the basis of non-renewal of contract of employment will no more constitute retrenchment as defined in Section 2(oo). In the instant case the management takes resort to the plea that the quotation itself having made stipulation regarding termination of the contract of engagement without assigning any reason the management was well within its power to bring about a termination of engagement of the second party and as such the action was not available to scrutiny and the question of observance of the principles laid down by Section 25-F of the I.D. Act did not arise. Law is well settled that contractual employment is to be

scrutinised to see if it is a "colourable contract" and is resorted to as a mechanism to frustrate the protection of Section 25-F of the I.D. Act or if the nature of the ad hoc appointment are bonafide and the employee has been treated fairly in regard to his employment. The law requires that the agreement of engagement shall have to be tested on the anvil of fairness and bonafide. Adversing back to the facts of this case it may be pointed out that a ban was imposed by the Govt. of India in the matter of engagement of casual mazdoors other than under a contract of employment with such expenses to be borne from the contingency. The nature of job performed by the second party is clearly borne out in the evidence of M.W. No. 3 who deposed in the concluding part of his evidence in chief that the second party was working one hour each in the morning and in the evening. It is further elicited in his evidence that there were complaints against the second party from members of staff regarding his unsatisfactory performance. M.W. No. 3 had verbally asked the second party to improve his performance. As they were not happy with the performance of the workman they terminated the contract of engagement. After termination of services of the second party was engaged in his place on similar terms and conditions. M.W. No. 2 corroborated the version of M.W. No. 3 that the engagement of the second party for the purpose of sweeping, cleaning and water supply was for about two hours per day for which he was being paid Rs. 15/-. M.W. No. 1 corroborated the version of M.W. No. 3 that as the work of the second party was found unsatisfactory his engagement was discontinued and fresh quotations were called for and a substitute was engaged. The management has proved copies of two letters addressed to the T.M. In-charge, D.T.O. (M.W. No. 1) complaining about the performance of the second party which precipitated the termination of his service. The two complaints marked Exts. G & G/1 are dated 15-7-93 and 20-7-93 immediately preceding the removal from service of the second party. It is thus clear that the termination of contractual engagement of the second party was well reasoned & timed. The quotation on the strength of which the second party claimed his engagement clearly bears a stipulation that the management had a right of termination of the contract on any day without assigning any reason. In this context, the concluding line of the quotation, Ext. E is worthy of reference. In the facts and circumstances, it cannot be said that the contract of employment of the second party was not bonafide and was colourable to frustrate the protection of Section 25-F of I.D. Act. As such, the case falls within the ambit and scope of Section 2(oo)(bb) of the I.D. Act. In this connection, reliance is placed on the decision of the Orissa High Court in Chakradhar Tripathy Vrs. State of Orissa & others, reported in Vol. 72 (1991) C. L. T. page-404.

7. Assuming for the sake of argument that the contract of employment was not bonafide and was colourable, the most pertinent question that arises in this case is whether the second party had completed 240 days of continuous employment in the calendar year preceding the termination of his service which would bring into play the provisions of Section 25-F of the I.D. Act. The management has nowhere claimed that it served the second party notice of termination or paid him notice pay or compensation. The version of the second party as to the tenure of engagement seems materially discrepant, in as much as, while in the statement of claim the second party claimed to be in employment with the first party from 1-6-92 to 9-11-93 for long 17 months, in his evidence he contradicted his stand by admitting that he was disengaged either on 11-3-93 or 7-3-93. The version of the second party that he put in service with the management from 1-6-92 to 30-7-93 continuously for a period of more than 240 days is refuted by M.W. No. 3, the Telegraph Master in charge, office of the D.T.O., Phulbani under whom he served. No documentary evidence is forthcoming from the side of the workman as to the tenure of his engagement. It is however crystal clear from the copies of the notice proved by the management that the second party's service with the first party was done away with under notice marked Ext. B on 11-7-93. The second party has not challenged the authenticity of the notice of termination nor subsequent actions borne out in the documentary evidence proved engaging a substitute in his place. An extract of the statement showing monthwise figures of wages paid to the contractors is proved as Ext. 11 and the statement showing the total number of days worked by the second party and others from June 1992 to July 1993 is proved as Ext. J. It is revealed that from the month of June 1992 till the end of July 1993 the second party had put in 183 days of engagement. On tally of the entries in the two documents no discrepancy is found with regard to the extent of engagement. The second party having put in only 183 days of engagement in the calendar year preceding the termination, was not entitled to the notice/notice pay and compensation for the termination of his service. As such, the provisions of Section 25-F have no application to the facts of this case and the termination cannot be faulted with for non-observance of the said provisions. In view of the reservation obtaining in the contract of employment in favour of the first party and the admission of the second party that he was a contractual employee, the first party was not obliged to subject the second party to disciplinary proceeding abiding the principles of natural justice to bring about a termination of contract of employment which admittedly was done on account of his misconduct.

8. Thus, on a careful consideration of the pleadings and the evidence adduced, I hold that

the termination of service of the second party is not questionable. In view of the findings, as aforesaid, the second party-workman is not entitled to any relief.

The reference is answered accordingly.

H. MOHAPATRA,
Presiding Officer

नई दिल्ली, 4 फरवरी, 1999

का. आ. 659.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नवल डाक्यार्ड, मुम्बई के प्रबन्धकों के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में, निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-2-99 को प्राप्त हुआ था।

[सं. पत्र-14011/7/96-आई.आर. (डी यू.)]

के. बी. बी. उन्नी, सचिव

New Delhi, the 4th February, 1999

S.O. 659.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 2 Mumbai, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Naval Dockyard, Mumbai and their workman, which was received by the Central Government on 4-2-1999.

[No. 1-14011/7/96-IR(D.U.)]

K.V.B. UNNY Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 11 MUMBAI

PRESENT :

Shri S.B. Panse, Presiding Officer.

REFERENCE NO. CGI 232 OF 1997

Employers in relation to the Management of Naval Dockyard, Mumbai

AND

Their Workmen

APPEARANCES :

For the Employer : Mr. B. M. Masorkar, Advocate.

For the Workmen : Mr. M. B. Anchan, Advocate.

Mumbai, dated 7th January, 1999

AWARD

The Government of India, Ministry of Labour by its Order No. 1-14011/7/96-IR(DU), dated 20-8-97, had referred to the following Industrial Dispute for adjudication :

"Whether the action of the management of Naval Dockyard, Mumbai in changing the relative seniority of Scaffolders recruited in 1979-80 to that of those recruited in 1988 is justified? If not, to what relief are the workers recruited in 1979-80 entitled to?"

2. Indian Naval Employees Union filed a Statement of Claim at Exhibit-6. It is contended that the four concerned workmen initially appointed as unskilled labourers against the regular vacancies in the year 1979-80 is as under :

Sr.No.	Name of workmen	Date of initial apptt.	Qualified for post of semi-skilled scaffolders	Date of promotion to the Semi-skilled post.
1.	G.V. Suryavanshi	1979	1984	30.12.89
2.	S.M. Kolte	1979	1984	30.12.89
3.	V.P. Bhoble	1980	1984	31.12.90
4.	S.M. Khumttar	1980	1984	17.2.92

3. The union pleaded that there were about 17 vacancies for the post of semi-skilled scaffolders in 1986. The management instead of promoting these workmen directly recruited about 17 casual labourers of the same qualifications as a semi-skilled in that year. In 1988 they were regularised and in 1993 they were promoted as scaffolders in skilled grade.

4. The union averred that the four concerned workmen were qualified for the semi skilled post of scaffolders in 1984. Instead of giving an opportunity to these workmen to the post of semi skilled scaffolders in 1986 the management had recruited directly. The action of the management is unfair. Due to the mal-practices the workmen had lost from seniority and further promotions. It is averred that the action of the management of Naval Dockyard in changing the relative seniority of Scaffolders recruited in 1979-80 to that of recruit in 1988 is illegal and unjustified. They averred that they have put to monetary loss. They prayed that the reference may be decided in their favour with necessary orders.

5. The management resisted the claim by the Written Statement (Ex-7). It is averred that these workmen were appointed as unskilled labour in scaffolding section. Unskilled labour does not carry the trade. The trade bifurcation is open only from the date they become skilled.

6. The management averred that due to the service exigencies the management of dockyard had made direct recruitment of 17 scaffolders in the semi-skilled grade in the year 1987 & 1988. They were absorbed in regular vacancies in the year 1988-1989. As per the service rules one must qualify departmental examination and also complete three years service in existing grade for being eligible to the promotion in the next higher grade. It is submitted that taking into consideration all the aspects in the matter no injustice is caused to the workman and the direct recruit were rightly promoted as per the eligibility criteria.

7. The management averred that the promotion and recruitment are two different aspects. The workmen were recruited as unskilled labourers in 1979 and 1980. Got promotion as semiskilled in the year 1989, 1990 & 1992 as per the general promotion policy of the Dockyard as per the seniority. Those recruited in 1987 directly as semiskilled are better qualified and well equipped for the trade as compared to these four workmen recruited as unskilled in 1979-80. It is submitted that the contentions of the union is without any basis and the Tribunal may uphold the action of the management and reject that of the workman.

8. The union filed a rejoinder at Ex-8 and reiterated the contention taken in the Statement of Claim.

9. The issues are framed at Exhibit-9. The issues and my findings thereon are as follows :

Issues	Findings
1. Whether the action of the management of Naval Dockyard, Mumbai in changing the relative seniority of scaffolders recruited in 1979-80 to that of those recruited in 1988 is justified?	Yes.
2 If not, to what relief are the workers recruited in 1979-80 entitled to ?	Does not survive.

REASONS

10. Madhusudhan Vaidya (Ex 11), the General Secretary of the union deposed for all the workman. He affirmed that these workmen were recruited as a casual unskilled labourers (scaffolders) in the year 1979-80. He affirmed that Suryavanshi, Kolte, Kumbhar, Bhable were regularised on 2-1-80; 27-7-81 and 7-10-82 and 7-10-82 respectively. It is not in dispute that they became eligible for promotions after putting in three years service. They passed the trade test in the year 1984.

11. Vaidya affirmed that in the year 1986 there arose 17 vacancies in the post of scaffolders (semi skilled) scale Rs. 800—1150. The qualification required for filling of the post and that was accrued to these workmen were the same. He further affirmed that instead of promoting these workmen the management chose to recruit those 17 persons directly which has caused injustice.

12. The cross-examination of Vaidya is very material. He accepts the position that even those four workmen were qualified for promotion they cannot get the same as of a right. The management had right to recruit semi-skilled scaffolders directly. He further accepts that the recruitment of the management is not illegal. If this is so I do not find any merit in the case of the union.

13. Manjot Singh (Ex-13) affirmed as per his Written statement. He deposed that promotion and recruitments are two different aspects. The management was not debarred from recruiting 17 scaffolders in semi-skilled grade directly. They did so in the year 1987 & 1988 and as per the service rules they were rightly promoted. There was no illegality in their promotion compared to that of the workman. There is nothing on the record to show that when the question of promotion arose this concerned workmen were superseded giving upper hand to these workmen who were directly recruited. In fact from the testimony of Vaidya and that of Singh it is very clear that the promotion were given to concerned workmen and that of direct recruit as per the existing rules.

14. The case of the workman appears to be that even though they were eligible at that relevant time instead of giving them chance the management had decided to recruit the persons directly which has resulted into their claim being difficult. I have already observed above that the management got every right to recruit directly and as such their action cannot be said to be illegal. The result in the relative seniority arose because of the direct recruit which is perfectly legal. In the result I record my findings on the issues accordingly and pass the following order :

ORDER

The action of the management of Naval Dockyard Mumbai in changing the relative seniority of Scaffolders recruited in 1979-80 to that of those recruited in 1980 is justified.

S. B. PANSE, Presiding Officer

नई दिल्ली, 4 फरवरी, 1999

का. आ. 660—औद्योगिक विवाद अधिनियम,
1947 (1947 का 14) की धारा 17 के अनुसरण में,
केन्द्रीय सरकार में. बी. सी. सी. एन. के प्रबन्धक के

संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद-2 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-99 को प्राप्त हुआ था।

[सं. एल. - 20012/108/94-आई. आर. (सी-1)]

श्याम सुंदर गुप्ता, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 660.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad-2 as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 3-2-1999.

[No. L-20012/108/94-IR (C-1)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I. D. Act, 1947

Reference No. 101 of 1995

PARTIES :

Employers in relation to the management of Lohapatty Colliery of M/s. BCCL and their workmen.

APPEARANCES :

On behalf of the workmen—None.

On behalf of the employers—None.

STAE : Bihar

INDUSTRY : Coal

Dhanbad, the 25th January, 1999

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/108/94-I.R. (Coal-I), dated, the 3rd August, 1995.

SCHEDULE

"Whether the action of the management of Lohapatty Colliery to not regularise w.e.f. January, 1991 in Time Rated category Shri Sunderbali Beldar, working as Loader is justified? If not, to what benefit the workman is entitled and from which date?"

2. Soon after the receipt of the order of reference notices were duly served upon the parties. But neither of the parties appeared nor took any steps. Then again and again notices were issued to them but in spite of the issuance of notices to them they abstained from appearing before this Tribunal and taking any steps. The reference is pending since 1995 and it is of no use to drag the same any more. Under the circumstances, a 'No dispute' Award is being rendered presuming that there is no dispute existing between the parties in this reference and the same is disposed of on 'No dispute' Award basis.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 4 फरवरी, 1999

का. आ. 661—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में, बी. सी. सी. एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद-2 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-99 को प्राप्त हुआ था।

[सं. एल. 20012/131/90-आई. आर. (सी-1)]

श्याम सुंदर गुप्ता, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 661.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad-2 as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 3-2-1999.

[No. L-20012/131/90-IR (C-1)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d)

of the I. D. Act, 1947

Reference No. 52 of 1991

PARTIES :

Employers in relation to the management of Murliidih Colliery of M/s. BCCL and their workmen.

APPEARANCES :

On behalf of the workmen—None.

On behalf of the employers—None.

STAE : Bihar

INDUSTRY : Coal

Dhanbad, the 27th January, 1999

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/131/90-I.R. (Coal-I), dated, the 1st February, 1991.

SCHEDULE

"Whether the Management of Murliidih Colliery in Mahuda Area No. II of M/s. BCCL is justified in not entertaining the Birth date 4-9-41 as recorded in CMPE Declaration form "A" dated 26-3-1969 of Shri Jamir Shah Explosive Cutter and also not postponing superannuation from 11-4-90 to 4-9-2001? If not, to what relief the workman is entitled?"

2. In this reference both the parties appeared and filed their respective W.S. documents etc. Thereafter both the parties abstained from appearing before this Tribunal and taking any steps in spite of the issuance of notices to them. The reference is pending since long and it is of no use to drag the same in this way. Under the circumstances, a 'No

dispute' Award is being rendered presuming that the parties are not interested to proceed further with the dispute and the reference is disposed on "No Dispute" Award basis.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 4 फरवरी, 1999

का. आ. 662:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में बी. सी. सी. एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद-2 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-99 को प्राप्त हुआ था।

[सं. एल.-20012/142/95आई. आर. (सी-1)]
श्याम सुंदर गुप्ता, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 662.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad-2 as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 3-2-1999.

[No. L-20012/142/95-IR (C-1)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I. D. Act, 1947

Reference No. 74 of 1996

PARTIES :

Employers in relation to the management of Nudkharkee Open Cast Project of Block II Area of M/s. BCCL and their workmen.

APPEARANCES :

On behalf of the workmen—None.

On behalf of the employer—None.

STAE : Bihar

INDUSTRY : Coal

Dhanbad, the 27th January, 1999

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/142/95-IR (C-1), dated, the 24th July, 1996.

SCHEDULE

"Whether the demand of the Union for employment of the dependent of Smt. Gijari Kamin Ex-Shale Picker of Nudkharkee Open Cast Project of Block II Area of M/s. BCCL under VRS (F) Scheme is justified? If so, what relief the workman concerned is entitled to

2. In this reference none of the parties turned up for any steps. Thereafter notices were served upon them again and again. But inspite of the service of notices to them they both abstained from appearing before this Tribunal and taking any steps. It therefore, leads to an inference that presently there is no dispute existing between the parties. Accordingly a "No dispute" Award is being rendered in this reference and the same is disposed of on "No dispute" Award basis.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 4 फरवरी, 1999

का. आ. 663:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में बी. सी. सी. एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद-2 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-99 को प्राप्त हुआ था।

[सं. एल.-20012/171/90आई. आर. (सी-1)]

श्याम सुंदर गुप्ता, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 663.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad-2 as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 3-2-1999.

[No. L-20012/171/90-IR (C-1)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I. D. Act, 1947

Reference No. 15 of 1991

PARTIES :

Employers in relation to the management of Bastacola Colliery of M/s. B.C.C.L. and their workmen.

APPEARANCES :

On behalf of the workmen—None.

On behalf of the employers—Shri B. Joshi, Advocate.

STAE : Bihar

INDUSTRY : Coal

Dhanbad, the 25th January, 1999

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/171/90-IR (Coal-I), dated, the 4th December, 1990.

SCHEDULE

"Whether the action of the management of Bastacolla Colliery of M/s. BCCL, in not allowing full pay protection to Binda Yadav, Raghu Kamin, Samrit Kamin, Dukhni Kamin and Jangli Kamin in the event of their putting in time rate job, is justified ? If not, to what relief the workmen are entitled and from what date ?"

2. In this reference both the parties appeared and filed their respective W.S. documents etc. Thereafter workmen side abstained from appearing before this Tribunal and taking any steps inspite of the issuance of notices to them again and again. Under the circumstances, it is presumed that the workmen involved in the reference are not any more interested in proceeding further with the dispute. Accordingly a 'No dispute' Award is being rendered and the reference is disposed of on "No dispute" Award basis.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 4 फरवरी, 1999

का. प्रा. 664 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार से. वी. सी. सी. एल. के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद-2 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-99 को प्राप्त हुआ था।

[सं. एल.-20012/373/92-आई. आर. (सी-I)]

ग्राम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 664.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad-2 as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 3-2-1999.

[No. L-20012/373/92-IR (C-I)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I. D. Act, 1947

Reference No. 96 of 1993

PARTIES :

Employers in relation to the management of Moonidih Project of M/s. BCCL Ltd.

APPEARANCES :

On behalf of the workmen—Shri S. C. Gaur, Advocate.

On behalf of the employers—Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal

Dhanbad, the 25th January, 1999

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/373/92-I.R. (Coal-I), dated, the 13th July, 1993.

SCHEDULE

"Whether the action of the management of Moonidih Project of M/s. BCCL, P.O. Moonidih Dist. Dhanbad in dismissing Shri Prahalad Singh PRM from services of the company is justified. If not, to what relief the workman is entitled ?"

2. In this reference both the parties appeared and filed their respective W.S. documents etc. Thereafter the case proceeded along its course. Subsequently when the case was fixed for oral evidence of the management, learned Advocate for the workman submitted that since last 2 years he has not been receiving any instruction from the workman side. Under the circumstances, it is presumed that the concerned workman is not interested in proceeding further with the dispute leading to the inference of non-existence of any industrial dispute between the concerned workman and the management at present. Accordingly, a 'No dispute' Award is being rendered and the reference is disposed of on 'No dispute' Award basis.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 4 फरवरी, 1999

का. प्रा. 665 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ऑयल कॉर्पोरेशन लिमि. के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-2-99 को प्राप्त हुआ था।

[सं. एल.-30012/22/89-आई. आर. विविध (सी-I)]

ग्राम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 665.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. I.O.C. Ltd. and their workmen, which was received by the Central Government on 4-2-1999.

[No. L-30012/22/89-IR (VIVIDH) (C-I)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 128/89

In the matter of dispute :

BETWEEN

Shri H. N. Meena workman through Joint Secretary, Indian Oil Mathura Refinery Karanchari Sangh, through Indian Oil Corporation Ltd., Mathura Refinery, Mathura-281005.

Versus

Executive Director,
Indian Oil Corporation Ltd.,
Mathura Refinery,
Mathura-281005.

APPEARANCES :

Workman in person.
Shri Raj Birbal alongwith Shri N. P. Mahavi—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-30012/22/89-I.R. (Vividh) dated Nil has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether the action of the management of Indian Oil Corporation Ltd., Mathura Refinery, Mathura in not granting promotion to Shri H. N. Meena, as Operator Gr. C w.e.f. 15-1-87 and also not granting him the seniority and other consequential benefits is justified. If not, what relief is the workman entitled to?"

2. The workman in his statement of claim has alleged that he was appointed as Operator Gr. 'D' in the Production Department of the Management on 16-1-85. He belong to the Schedule Tribe. He was eligible for promotion according to the settlement arrived at between the management and the workman. According to those rules after two years of his appointment he was not promoted on 5-1-87 but was promoted on 7-8-87. He was, however, later on promoted w.e.f. 19-2-87 in place of 7-8-87 vide letter dated 10-1-90 of the management. He was, however, given only notional seniority and no financial benefits were given to him vide the same letter dated 10-1-90. He should have been promoted to Operator Grade B from 19-2-89 but he was promoted to Gr. B from 19-6-89 and he has thus been deprived of financial benefits from 19-2-87 and has been given the benefit only from 19-6-89. Hence this reference.

3. The Management in its written statement has firstly alleged that there was no industrial dispute under Section 2-K or 2-A of the I. D. Act. It was a case of individual dispute which was not espoused according to law. On merits it has been alleged by the Management that no illegality has been committed in giving promotion to the workman rather the promotion has been preponed by a subsequent order and there was no ground for granting any other relief to the workman in this case.

4. The Management examined Shri A. K. Mukherjee MW-1 while the workman appeared himself as WW-1 in support of their case.

5. I have heard representatives for the parties and have gone through the record.

6. A perusal of the reference made by the Ministry of Labour shows that the matter referred is only in respect of not granting promotion to Shri H. N. Meena as Operator Gr. 'C' w.e.f. 5-1-87 while the workman in his statement of claim has not only challenged his promotion to Gr. 'C' but also to Gr. 'B' w.e.f. 9-6-89. This part of the statement of claim was beyond the scope of the reference. Only point as to whether his promotion to Gr. 'C' w.e.f. 15-1-87 as claimed by him was justified or not was to be looked into. The main point pointed out by the workman even in his written arguments also deals with his promotion to Gr. 'C' and consequently his entitlement of Gr. A is not subject matter of this reference. The Management has urged that there is binding settlement dated 21-3-85 between the parties in relation to the promotion policy the Management was granting promotion and seniority to its employees in accordance with the said settlement and that was the reason that none of the other workmen had raised the dispute, knowing fully well that the management had not acted in any illegal manner. The minimum eligibility period for an employee is two years service. However, the claimant had only completed 1 year 10 months and 3 days service at the time when his case was considered. The claimant was promoted from Operator Grade 'D' to Operator Grade 'C' w.e.f. 7-8-87.

The said promotion was later preponed to February, 1987 in terms of letter dated 10-1-90. Afterwards, the claimant has also been promoted to Operator Grade 'B' w.e.f. 27-9-89 and thus, the management has acted justly, fairly and properly.

∴ In this regard, the following facts are relevant :—

(a) At the time of appointment of the claimant in the service, a Selection Committee was constituted and its meetings were held on 28-8-84 to 31-8-84 for the post of Operator Grade 'D'. The said committee made a list of the candidates in different categories like General, Scheduled Castes and Scheduled Tribes. So far as the category of Scheduled Tribes is concerned, out of the selected candidates Mr. R. N. Meena (his real brother as per his own statement) was placed at No. 2. The position of the claimant was 52 whereas the position of his brother Mr. R. N. Meena was the 51.

(b) The Departmental Promotion Committee held another meeting on 19-2-87 for promotion exercise for the post of Operator Grades 'A', 'B' and 'C' in Production Department. For the promotion of Operator Grade 'C', the position of the vacancies are as under :—

(i) No. of vacancies to be filled—4 (seniority-3 Merit-1)

(ii) No. of vacancies reserved for scheduled castes.
—1 (Merit)

(iii) No. of vacancies reserved for Scheduled Tribes
—1 (Seniority)

(c) The Departmental Promotion Committee considered all the candidates who were eligible in accordance with the promotion policy. The said Committee considered all the relevant factors and recommended for the promotion of Scheduled Tribes post. This Committee recommended Mr. R. N. Meena who was senior to the claimant and hence Mr. R. N. Meena was promoted to Operator Grade 'C'. The other D.P.C. for the post of Grade 'C' was held on 2-8-87 and after considering all the relevant factors, the Committee selected two candidates from Scheduled Tribes category. The said candidates are Mr. H. N. Meena and Mr. A. A. Barla. As the claimant was having higher position he was selected and promoted to Operator Grade 'C'. Thus, as per the Seniority List of Operator Grade 'C' the position of the claimant was at 57 whereas the other Scheduled Tribe employee namely Mr. R. N. Meena (his real brother) was at 53. Obviously, he was having a higher position. An other meeting of Departmental Promotion Committee took place on 4-9-89 for the post of Operator Grade 'B' in the scale of Rs. 1310—2735. The said Committee recommended the claimant and he was accordingly promoted to Operator Grade 'B' w.e.f. 27-9-89. In the seniority list of Operators Grade 'B', the position of the claimant stood at 102 and his brother Mr. R. N. Meena stood at position 100.

(d) Thus, it is abundantly clear that the management in promoting the claimant from Operator Grade 'D' to 'C' then to 'B' has acted most fairly, properly and legally. All the relevant factors have been taken due care. The claimant instead of appreciating the gesture shown by the management has chosen to raise the present controversy.

8. The above facts have duly been corroborated by the management in their evidence. Mr. A. K. Mukherjee, Senior Personnel and Administrative Officer of the management company has filed his detailed affidavit. No controversy of any nature whatsoever could be detected in the cross-examination of the said witness rather the management evidence has established the case of the management that the action taken by the management is fair and proper and the same needs no further investigation into the matter particularly when the promotion policy under which the said promotion has been granted has not been challenged. It is also relevant to state that none of the workman has come forward to controvert the said policy. On the other hand, the workman evidence has been recorded and during his cross-examination it has

come on record that eligible candidates of Scheduled Tribes has been promoted and the said Scheduled Tribes person is no other person than his real brother Mr. R. N. Meena which the claimant disclosed very hesitatingly. Against all what has been stated above the applicant has vehemently failed to substantiate his allegation made in affidavit. He has not stated that as how and in which manner, he found that the management had not considered his case. Mere vague suggestions and bald allegations cannot prove his case.

9. In view of my discussions above, I am of the opinion that the workman has not been able to point out any illegality in his promotion from Gr. 'D' to Grade 'C' and there was no ground to interfere with the action of the management in this regard.

Dated : 21st January, 1999.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 4 फरवरी, 1999

का. आ. 666.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया लिमि. के प्रबन्धन में संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुम्बई-2 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-99 को प्राप्त हुआ था।

[सं. एल-11012/33/96-आई.आर. (सी-I)]

श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 666.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Mumbai-2 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air India Ltd. and their workman, which was received by the Central Government on 3-2-99.

[No. 11012/33/96-IR (C-I)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/76 of 1997
BETWEEN :

Employers in relation to management of
Air India Ltd.

AND

Their workmen.

APPEARANCES

For the Employer : M/s. Bhasin & Co., Advocates.

For the Workmen : Ms. Kunda Samant, Advocate.

Mumbai, dated 31st December, 1998.

AWARD-PART-II

On 17th July, 1998 by Part-I Award I came to the conclusion that the inquiry which was conducted against the workman was against the Principles of Natural Justice and the findings of the inquiry officers are perverse.

2. The fact giving rise to the Industrial Dispute was that a workman was a cleaner with the Air India Ltd. was given two chargesheet dtd. 11-8-89 (Ex-12/2) and 8-5-90 (Ex-12/15). In both these chargesheets it is charged that habitual absence without permission. By the first chargesheet he was shown to remain absent for 159 days between March '88 to June '89 and in the second chargesheet he was shown absent for 136 days between July '89 to March '90. The inquiry committee was appointed which came to the conclusion that the charges are proved and ultimately the workman was terminated from service w.e.f. 3-7-92.

3. In view of the order passed in Part-I Award the management was given an opportunity to justify its action. Now the issues that fall for my consideration and my findings there on are as follows :

ISSUES

FINDINGS

1. Whether the action of the management of Air-India in terminating the services of Kale, Ex-cleaner w.e.f. 3-7-92 is justified ?

Yes.

2. If not, to what relief the said workman is entitled to ?

Does not serve.

REASONS

4. Rozario Fernandes (Ex-19) affirms that his statement was recorded by the inquiry committee. He affirms that Kale was remaining absent without permission for a total period of 159 days as per the chargesheet dtd. 11th August '89. He clarified the position that he never deposed before the inquiry committee that the leave of the workman to the extent of 159 days was regularised and only four days his absence was unauthorised. But the position appears to be that Exhibit-G i.e. the attendance record which was produced before the inquiry committee depicts of his absence for 163 days. But with the record which was submitted before the committee by Exhibit-E shows his absentism to

the extent of 159 days. He had given explanation of four days stating that from 22-3-88 to 25-3-88 Kale was under suspension. Those days were included in the attendance record submitted to Maint (ASD). It is therefore 163 days were shown. From the cross-examination of Fernandes it has not come on the record that whatever deposed by him is incorrect.

5. Kale (Ex-22) affirms that from March '88 to June '89 he was not keeping well. In that period he took the treatment from the Regional Medical Practitioners. The fitness certificates are given by the Medical Officers of the AIR India but they declined to confirm the service given by the Private doctors. It is therefore he was marked as absent without leave.

6. So far as the second chargesheet is concerned Fernandes affirms that on the record available in the time office the workman was absent without permission for 125 days during the period from July '89 to March '90. He thereafter had given the details.

7. Kale had affirmed that the medical services which were given by private doctors were not accepted by the management. Therefore his leave was treated without permission. There is no serious dispute over the factual position of workman remaining absent for the periods mentioned in the chargesheet. No doubt nine days are shown to be more in the chargesheet dtd. 8-5-90. But even then the fact still remains that the absentism of the workman was too much. It is the case of management that this absentism was without permission. Looking to the period it can be seen that this is habitual absentism.

8. The case which is made out by the workman is that he had sufficient cause to remain absent. He was sick. He was taking treatment from Private doctors and had submitted the certificates to the authorities. He accepts the position that Dr. V.S. Desai from whom he had taken the treatment was not on the panel of ESIS. He further deposed that due to the increase in his pay ESIS facility was closed to him. He had not deposed from when it is closed.

9. A judicial notice of the fact can be taken that for the betterment of the employees, the company had established panels of doctors in the city of Bombay. There are private doctors on the panels of the company and it is expected that the employee of the company should approach the concerned doctors only when they feel that they are not well. They should get certified their sickness from those doctors and then their leave is sanctioned. There is no reason for this workman for not approaching to the doctor of the company. Atleast he had not deposed before the Tribunal that circumstances were there by which it compelled him to approach

the private doctor and not the company's doctor. It is a fact that at sometime he was at his native place and there he go himself examined from the doctor. But while going there he did not report to the company that he is going his native place for treatment and he will not be in a position to take the treatment from the doctors of the company. All these facts clearly suggest that his absentism is without permission and there is no justification. I therefore find that the management had proved charges against the workman.

10. Ms. Samant the Learned Advocate for the workman tried to argue on the basis of the different authorities that the Tribunal has ample power under section 11 A of the Industrial Disputes Act of 1947 to alter the punishment if it is found disproportionate to the charges proved. According to her looking to the circumstances the punishment which is awarded is disproportionate. I do not find any merit in it. In the result I record my findings on the issues accordingly and pass the following order :

ORDER

The action of the management of Air India Ltd. in terminating the services of P. D. Kale. Ex-cleaner w.e.f. 3-7-1992 is justified.

S. B. PANSE, Presiding Officer

नई दिल्ली, 29 जनवरी, 1999

का. आ. 667 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मोसाबानी माईन्स में एच० सी० एल० के प्रबन्धन के, संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-1-1999 को प्राप्त हुआ था ।

[सं. एल.-43012/9/86-डी-III]

बी० एम० डेविड, ईस्क अधिकारी

New Delhi, the 29th January, 1999

S.O. 667.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Mosabani Mines of M/s. H. C. Ltd., and their workman, which was received by the Central Government on 29-1-1999.

[No. L-43012/9/86-D-IH(B)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act, 1947

REFERENCE NO. 156 OF 1987

PARTIES :

Employers in relation to the management of Mosabasi Mines, M/s. H. C. Ltd. At & P.O. Mosabani and their workmen.

APPEARANCES :

On behalf of the workmen : None.
On behalf of the employers : None.

STATE : Bihar

INDUSTRY : Copper Mines.

Dhanbad, the 13th January, 1999

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-43012/9/86-D.III(B), dated, the 12th June, 1987.

SCHEDULE

"Whether the management of Mesabani Mines of M/s. H.C. Ltd. is justified in terminating the service of Shri K. B. Mahali B. No. 10740 w.e.f. 12-3-86? If not, what relief is the workman entitled to?"

2. In this reference both the parties appeared before this Tribunal and filed their respective W.S. documents etc. Subsequently both the parties abstained from appearing before this Tribunal and taking any steps. Under such circumstances, it is presumed that the parties are not interested to proceed further with the reference. Accordingly a 'No dispute' Award is being rendered and the reference is disposed of on 'No dispute' Award basis.

B. B. CHATTERJEE, Presiding Officer.

नई दिल्ली, 1 फरवरी, 1999

का. आ. 668 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-99 को प्राप्त हुआ था।

[सं. एल.-40012/68/94-आई आर (डीयू)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 1st February, 1999

S.O. 668.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on the 1-2-99.

[No. L-40012/68/94-IR(DU)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR
COURT BANGALORE

Dated 5th January, 1999

PRESENT :

JUSTICE R. RAMAKRISHNA
PRESIDING OFFICER.

C.R. No. 52/97

I PARTY

Shri. P. Nanda Kumar
S/o Shri. Purushotham,
No. 318, Miller Tank,
Queens Road Cross,

II PARTY

The General Manager
Karnataka Telecom Circle
K. G. Road, Bangalore-9

BANGALORE-560052.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-40012/68/94-IR(DU) dated 30-6-1995 for adjudication on the following schedule.

SCHEDULE

"Whether the action of the management of Telecom Department in removing Shri P. Nanda Kumar from service with effect from 16-4-90 is justified? If not, to what relief he is entitled?"

2. This dispute is of the year 1995. The first party from the registration of this dispute has not appeared. A notices under ordinary post and the registered post served to the first party. Once again a notice under RPAD was issued to the workman. This notice returned unserved as the address is insufficient. In fact to the very same address the notice was issued earlier and there is a acknowledgement of the workman dated 13-10-97.

3. In view of these facts the return of notice at this stage is immaterial. Since the first party has not making any effort to make a progress in this case and also he has failed to comply the mandatory provisions contained under 10(B) of the Industrial Disputes (Central) Rules, 1957, no progress can be made in this case.

4. In the result the reference is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 3 फरवरी, 1999

का. आ. 669 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत मोल्ड मार्टिन लि. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-99 को प्राप्त हुआ था।

[सं. एल.-43012/9/94-आई आर. (विधि)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 3rd February, 1999

S.O. 669.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bharat Gold Mines Ltd. and their workman, which was received by the Central Government on 3-2-99.

[No. L-43012/9/94-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, 7th January, 1999

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. No. 26/1997

I PARTY

The Treasurer,
B.G.M. Workers Anna Trade Union,
No. 2, M. Block Champion Reef,
K.G.F.-563117.

II PARTY

The Managing Director,
Bharat Gold Mines Ltd.,
Suvarna Bhavan, K.G.F.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute for adjudication vide Order No. L-43012/9/94-IR(Misc.) dated 7-3-1995 on the following schedule :

SCHEDULE

"Whether the management of Bharat Gold Mines Ltd. is justified in dismissing Shri Krishnappa, P.E. No. 128320 from service w.e.f. 7-1-1994 on the basis of finding of the Enquiry Officer? If not, to what relief he is entitled to and from which date?"

2. This reference is of the year 1995. The Treasurer, B.G.M. Workers Anna Trade Union espoused the cause of the workman Shri Krishnappa.

3. Neither the Treasurer nor the workman appeared before this court though the notices are duly served. A notice under R.E.A.D. was served which was duly acknowledged by the Treasurer of the Union. On 7-1-99 the case was kept for the appearance of the Treasurer and file the claim statement. No representation was made till the end of the day.

4. It is unfortunate that in many of the cases of B.G.M.L. where the case of the workman espoused by the unions are ending in this fashion. Rule 10(3) also not complied by the first party. The second party represented by an advocate. Since the first party has not filed the claim statement, the second party was not directed to file their counter statement.

5. In the result this reference is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 4 फरवरी, 1999

का. मा. 670 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कलकत्ता पोर्ट ट्रस्ट के प्रबन्धन के संबंध

नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-99 को प्राप्त हुआ था।

[सं. एल.-32012/7/91-आई. आर. (विवाद)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 4th February, 1999

S.O. 670.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Calcutta Port Trust and their workman, which was received by the Central Government on 3-2-99.

[No. L-32012/7/91-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 31 of 1992

PARTIES :

Employers in relation to the management of Calcutta Port Trust.

AND

Their workmen.

PRESENT :

Mr. Justice A. K. Chakravarty, Presiding Officer.

APPEARANCES :

On behalf of Management—Mr. M. K. Das, Personnel Officer.

On behalf of Workmen—Mr. A. Banarejee, General Secretary of the Union.

STATE : West Bengal.

INDUSTRY : Port.

AWARD

Bq Order No. L-32012/7/91-IR(Misc.) dated 10-6-1992 the Central Government in exercise of its powers under sections 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Calcutta Port Trust in imposing punishment of reduction of pay by one stage for a period of one year on Shri Karimullah Khan, Peon in Traffic Manager's Office, Calcutta Port Trust is justified or not? If not, what relief the concerned workman is entitled to?"

2. The Union's case, in short, is that the concerned workman Karimullah Khan was appointed as a Peon in Class-IV cadre by the Administrative Body of the Calcutta Dock Labour Board on 2-8-53 and the terms and conditions of his service are governed under Staff Service Rules and Supplementary Service Rules. For administrative reason the service of the concerned workman was placed to the Calcutta Port Trust on deputation on 7-12-1982 and he joined the Harbour Master's Section on 10-12-1982. Karimullah Khan was appointed as an Indoor Peon and he was transferred also as Indoor Peon. He was charge-sheeted on 5-10-1987 for the alleged refusal to perform some official duties. The initial charge-sheet was cancelled and a fresh charge-sheet dated 9-11-1987 was issued by the Traffic Manager, stated to be the disciplinary authority, alongwith the imputation of charges and allegations. On

Girija Prasad Pattnaik, an officer of the Calcutta Port Trust, was appointed as Enquiry Officer to enquire into the charges. The said Enquiry Officer held the enquiry and gave all opportunities to the employer side to prove its case. Upon consideration of the evidence and materials on record the Enquiry Officer held that the charges against the concerned workman have not been proved.

The Traffic Manager, however, being not satisfied with the said finding imposed final punishment on 24-6-1989 to the effect that the pay of Karimullah Khan, the concerned workman, to be reduced by one stage for a period of one year with the proviso that on restoration the period of reduction will not operate to postpone his future increment.

The first appeal was preferred against the said punishment before the Deputy Chairman but no communication was received from that end. The workman thereafter on 13-12-90 communicated the matter to the Chairman with a request to intervene in the matter. This also proved futile. The union thereafter raised the industrial dispute which culminated in the present reference. The union has accordingly prayed for quashing of the illegal order of the management regarding punishment of the concerned workman.

3. The management of Calcutta Port Trust in their written statement came up with the case that the enquiry proceeding was properly held and that the disciplinary authority having every right to disagree with the findings of the enquiry officer and imposing the punishment that the order passed by the Traffic Manager on 24-6-1989 reducing the pay of Shri Karimullah Khan by one stage for a period of one year with the proviso referred to above, was justified. The management has also alleged that the appellate authority, namely the Deputy Chairman, CDLB rejected the appeal after due consideration of the evidence on record. The management has also alleged that the punishment was imposed with the concurrence of the lending authority as required under the Regulation. The management has accordingly prayed for dismissal of the claim of the union in this reference as the union shall not be entitled to any relief.

4. Heard Mr. M. K. Das, the representative of the management and Mr. A. Banerjee, the representative of the union.

5. The point that first falls to be considered in a case where the punishment of the delinquent employee is based on the report of the enquiry proceeding is whether the said proceeding was held properly in due compliance of the principles of natural justice, without any procedural infirmities and the finding of the Enquiry Officer are not perverse. Mr. Banerjee, the representative of the union contended that he has no grievance in respect of the findings of the Enquiry Officer who found upon examination of evidence before him that the charges levelled against the concerned workman in the chargesheet has not been proved. He accordingly submitted that the so-called disciplinary authority was not justified either in law or on facts to hold differently from the Enquiry Officer and to punish the concerned workman by reducing his pay by one stage for one year.

6. There is no dispute between the parties that such punishment is a major punishment. Mr. Banerjee, representative of the union drew my attention to Regulation 8A(1)(i) which empowers the disciplinary authority to remit the case to the enquiring authority for further enquiry for reasons to be recorded in writing. He accordingly submitted that the disciplinary authority ought to take recourse of this provision and remit the matter back to the Enquiry Officer as he has reasons to hold different view in the matter. Mr. Das, representative of the management, however, drew my attention to Regulation 8A(1)(ii) of the Calcutta Port Trust Employees Service Regulations and submitted that the disciplinary authority has right to replace the finding of the enquiring authority by its own finding, if there is sufficient evidence on record for the purpose. It is, therefore, clear that the disciplinary authority has the right of disagreeing with the finding of the enquiring authority and impose the punishment if the evidence on record is sufficient for the purpose.

7. It is accordingly necessary to examine the evidence on record in the enquiry proceeding for the purpose of finding whether the evidence is of such nature that it merits disagreement to the findings of the Enquiry Officer by the disciplinary

authority. I find that on behalf of the management three witnesses were examined. The first witness Dhurjai Kanjan Sibar station incharge of the Traffic Manager's Office unhesitatingly stated that the concerned workman had never any occasion of returning orders. Another witness Ramandra Nath Roy an employee of the Traffic Manager's Office has also stated point blank in his examination in chief that the workman had never refused to do any work which he was directed to do. In another part of his examination he stated that on one occasion he refused to carry papers due to his leg injury. When asked further to clarify whether such action on the part of the workman was refusal or appeal due to his inability resulting from leg injury, he stated that it was an appeal that he would not be able to carry out the works. Another witness of the management was Shambhu Nath Basak, Head Clerk in Traffic Manager's Office. He stated that the workman did not accept the papers which were given to him for despatch. He, however, did not give any details about how the refusal was made. The workman also examined himself and stated that he was not guilty of the charges.

8. The Enquiry Officer, as stated earlier by me, found that the charges levelled against the workman had not been proved. Of the two charges levelled against the workman, the first was that he frequently refuses to carry out the office orders and the second was that he refused to carry the registers and peon book on the particular date. In so far as the first charge is concerned, there is absolutely no evidence against him and the Enquiry Officer also found that. Regarding the second charge that on that particular occasion. He refused to carry out the order, it can be said that apart from the evidence of Shambhu Nath Basak there is no other evidence to prove the same.

9. The disciplinary authority instead of relying upon the good conduct certificates issued by the first two witnesses of the management, preferred to rely on the evidence of the third witness about the alleged guilt of refusal of doing work by the concerned workman. The workman having denied that he was guilty of the charges, there is oath against oath and the preponderance of the evidence being on the side of the workman about his innocence and the explanation having been given by those two witnesses of the management that he made an appeal to spare him from doing outdoor work because of his leg pain the disciplinary authority acted illegally in holding the workman guilty as the evidence on record as a whole does not justify such finding of guilt on its part as there was no intentional flouting of the order of his superiors.

10. Regarding legality of passing of such punishment order issued by the Traffic Manager, it can be said that he acted illegally in issuing such order as he was not the appointing authority of the concerned workman and he was not empowered to do so under the rules. Admittedly the concerned workman is a workman of the Calcutta Dock Labour Board. He was merely working under the Calcutta Port Trust under deputation. The procedure for punishment to be inflicted upon such delinquent employee on deputation is laid down in Regulation 13(2)(ii) of the Calcutta Port Trust Employees Service Regulations. It is stated there that "If the disciplinary authority is of the opinion that any of the penalties specified in Clauses (v) to (ix) of Regulation 7 should be imposed on him, it shall replace his service at the disposal of the Lending Authority and transmit to it the proceedings of the enquiry for such action as it deems necessary". In the instant case, as I have said above, the punishment inflicted is a major one falling with Clauses (v) to (ix) of Regulation 7. In the said circumstances, it was the lending authority, namely Calcutta Dock Labour Board which alone could inflict any punishment upon him and not any officer of the Calcutta Port Trust.

11. It was submitted on behalf of the Calcutta Port Trust that though the punishment order was issued by the Traffic Manager, he obtained prior approval of the Administrative Body of the Calcutta Dock Labour Board for the said purpose. Such prior approval of action proposed to be taken by the lending authority is not at all any compliance of the provisions of Regulation 13(2)(ii) because it was for the borrowing authority to replace the service at the disposal of the lending authority and any punishment was to be given by that authority alone. The action of the borrowing autho-

rity, namely, the Traffic Manager of the Calcutta Port Trust was therefore clearly illegal being not in conformity with the Service Regulations of the Calcutta Port Trust.

12. The last objection taken on behalf of the union was that admittedly the workman having been deputed as an Indoor Peon, the management had no business to direct him to do any outdoor work as such work is to be done by the Cycle Peon. Even assuming that the concerned workman refused to perform duties assigned to him, he cannot be held guilty for such refusal to perform any outdoor duty as under the terms and conditions of service he was required to perform indoor works.

13. So, upon careful consideration of the facts and circumstances of the case, I find that the impugned punishment order inflicted upon the workman was bad both on facts and law. The said punishment order of the Calcutta Port Trust by imposing punishment of reduction of pay by one stage for a period of one year on Karimullah Khan a Peon in Traffic Manager's Office, Calcutta Port Trust, being illegal and invalid, is accordingly set aside. The workman accordingly shall be entitled to receive his usual pay and allowances with increment without any break in the same.

This is my Award.

Dated, Calcutta,

The 11th December, 1997.

A. K. CHAKRAVARTY, Presiding Officer

नई दिल्ली, 5 फरवरी, 1999

का. आ. 671 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-99 को प्राप्त हुआ था।

[सं. एल.-31012/4/96-आई. आर. (विविध)]
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 5th February, 1999

S.O. 671.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal No. 1, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bombay Port Trust and their workman, which was received by the Central Government on 3-2-99.

[No. L-31012/4/96-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice C. V. Govardhan, Presiding Officer.

Reference No. CGIT-36 of 1996

PARTIES :

Employers in relation to the management of Bombay Port Trust.

AND

Their Workmen.

APPEARANCES :

For the Management : Shri M. B. Anchan, Advocate.

For the Workman : No appearance.

State : Maharashtra.

Mumbai, dated this the 11th day of January, 1999

AWARD

The Central Government by order dated 13-11-1996 has referred the following dispute for adjudication by this Tribunal :

"Whether the action of the management of Bombay Port Trust in reducing the pay of Shri R. S. Chavan, Sanitary Inspector, Grade-I by two stages is justified? If not, what relief is the workman entitled to?"

Both the sides have filed their respective statement of claim as well as the written statement and the matter was posted for hearing. Subsequent to my taking charge, the matter was taken up for hearing on 31-8-1998. The workman and his representative Union were absent on 31-8-1998. Notices issued the Union's address for 29-9-1998, 10-11-1998 and 8-12-1998 respectively for appearance but the workman as well as the representative were not present. On 8-12-1998 Mr. Anchan filed documents in favour of management and the matter has fixed for hearing on 11-1-1999 i.e. today. Today also the workman or his representative Union failed to appear before this Tribunal. I am therefore of opinion that neither the workman nor the Union is interested in prosecuting this dispute and therefore the matter is to be dismissed for default.

In the result, an award is passed dismissing the reference for default.

C. V. GOVARDHAN, Presiding Officer

नई दिल्ली, 5 फरवरी, 1999

का. आ. 672 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कलकत्ता पोर्ट ट्रस्ट के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-99 को प्राप्त हुआ था।

[सं. एल.-32011/7/96-आई आर (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 5th February, 1999

S.O. 672.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Calcutta Port Trust and their workman, which was received by the Central Government on 3-2-99.

[No. L-32011/7/96-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 3 of 1997

PARTIES

Employers in relation to the management of
Calcutta Port Trust.

AND

Their workmen

PRESENT:

Mr. Justice A. K. Chakravarty—Presiding Officer.

APPEARANCE:

On behalf of Management Mr. G. Mukhopadhyay,
Industrial Relations Officer.

On behalf of Workmen—Mr. S. Das, Secretary of
the union and Mr. P. C. Mondal, Executive
Committee member of the union.

STATE : West Bengal, INDUSTRY : Port.

AWRD

By Order No. L-32011/7/96-IR (Misc.) dated
21-1-1997 the Central Government in exercise of its
powers under section 10(1)(d) and (2A) of the In-
dustrial Disputes Act, 1947 referred the following dis-
pute to this Tribunal for adjudication:

“Whether the action of Calcutta Port Trust
management in depriving Shri Harekrishna
Bhowmick the post of Kassab by ignoring
the age old practice which amounted to de-
mand promotional policy, is justified? If not,
to what relief Shri Bhowmick is entitled to?”

2. National Union of Waterfront Workmen (I) (in
short the union) has raised this industrial dispute on
behalf of one Harekrishna Bhowmick. It's case, in
short, is that the Dock Master of the Calcutta Port
Trust (in short the CPT) had issued a notice dated
8-4-1993 inviting applications from the willing can-
didates of his sub-section to work in the post of Kassab.
The concerned workman amongst others applied for
the post on 10-4-1993. He was then directed to
appear in the examination for the said post on 10-5-93.
The Dock Master thereafter by his order dated 11-5-93
directed the concerned workman to work in the store
room for assisting the permanent Kassab on and from
12-5-1993. Since the permanent incumbent of the
post of Kassab was made to retire the concerned work-
man was selected for posting in the store room to
become acquainted with the duties and responsibilities
of Kassab so that he could take independent charge
of the store room in the event of retirement of the per-
manent incumbent. After his posting in the store room
the concerned workman had been working in the store
room and when the post of Kassab fell vacant on and
from 1-3-1995 the management of the CPT ignoring
the age-old practice of the deemed promotional policy
of appointment of the persons working as Kassab did
not promote him to the said post. Post of Kassab
attached to the berthing establishment is a selected post
and is filled up by a suitable candidate from amongst
the willing candidates. The union has alleged that
never in the past the post of Kassab attached to the
berthing establishment had been filled up the candi-
dates on the basis of seniority and the denial of the
concerned workman for appointment in the said post

amounts to violation of the customary practice being
followed as a promotion policy. The union has accord-
ingly prayed for issuance of appropriate directives
upon the management to appoint him as Kassab with
retrospective effect.

3. The management of the CPT in its written state-
ment took up a preliminary point that there is no post
designated as Kassab at the time of raising of the dis-
pute. Prior to 19-8-1985 such post existed but the
tripartite settlement dated 19-8-1985 has done away
with such designation and accordingly the reference is
misconceived. It is further alleged that there is no
'deemed promotional policy' under the CPT and
the Central Government acted beyond its jurisdiction
by pre-supposing the existing of the 'deemed promo-
tional policy'. It is further alleged that at the time
of the settlement of 1985 there had been posts of Kassab,
Majhi etc. in the scale of pay of Rs. 585-840 under
the Dock Master's Section of the Marine Department
and in terms of Clause 9 of the memorandum of
settlement said posts of Kassab Majhi etc. were up-
graded upto about 50% as Lascar Grade-I in the scale
of pay of Rs. 595-875 and all the then existing posts
of Kassab, Majhi etc. were abolished, though for the
purpose of identification their existing designations as
Kassab or Majhi etc. were to be shown within brackets
after Lascar Grade-I. For other Kassabs, Majhis etc.
who could not get their upgradation, their scale of pay
would be Rs. 585-840 from their existing pay scale of
Rs. 575-806 and would be designated as Kassabs
Majhi etc. (Lascar Grade-II). Other Kassabs and
Majhis who did not even get that scale continued to
remain in the scale of pay of Rs. 575-806 and were
designated as Lascar Grade-II. The concerned work-
man Harekrishna Bhowmick was Lascar Grade-II and
at the material time he was not within the zone of
consideration for the post of Lascar Grade-I in the
scale of pay of Rs. 595-875. After the settlement the
post of Lascar Grade-I was to be filled up by promo-
tion from the post of Kassab, Majhi etc. of Lascar
Grade-II in the scale of pay of Rs. 585-840. The con-
cerned workman having not been in receipt of even
that scale of pay, he could not be given promotion to
the post of Lascar Grade-I. The management has further
alleged that the notice dated 9-4-1993 by which the
applications were invited for appointment in the post of
Kassab was due to misconception on the part of the
dealing officer and that on detection of the mistake, the
CPT administration rectified the mistake. It is also
alleged that the notice dated 8-4-1993 by which the
store room does not confer him any right to be pro-
moted to the post of Lascar Grade-I in the scale of
pay of Rs. 1085-1645 (revised scale). In the revised
scale the post of Lascar Grade-I was to be filled up
from Lascar Grade-II in the scale of pay of Rs. 1075-
1580 and not from scale of pay of Rs. 1065-1545
which the concerned workman was getting at that time.
The management accordingly prayed for dismissal of
the case of the union.

4. In its rejoinder the union has denied that the post
of Kassab was abolished in the tripartite settlement
dated 19-8-1985 and alleged that the said post had
been and is also existing under the Dock Master of
Marine Department. It is also asserted that there is
'deemed promotional policy'. It is further alleged that
the candidature of Shri Bhowmick was considered and
he was allowed to appear in the trade test prior to

selection. Shri Bhowmick was then posted to work in the store room to assist the retiring Kassab on and from 12-5-1993. The outgoing Kassab, S. N. Dutta handed over the complete store to the concerned workman on 27-2-1995. It is also alleged that the job contents of the post of Kassab, mode of filling up of the post and the nature of the post (selection) has not been designed or contemplated to be altered in the tripartite settlement dated 19-8-1985.

5. Heard Mr. Mukhopadhyay, representative of the management and Mr. Mondal, representative of the union.

6. Before going to the merits of the matter, it is necessary to consider the two preliminary points regarding maintainability of the reference. It was urged by Mr. Mukhopadhyay in the first place that the reference is bad in as much as there is no existing post of Kassab since 1985. He drew my attention to paragraph 9 of the tripartite settlement dated 19-8-1985 wherefrom it will appear that the incumbents of the promotional post of Tindal, Head Lascar, Kassab, Majhi, Leadsman etc. shall be designated as Lascar Grade-I, their present designation being shown in bracket for facility of identification. Those designations having not been completely abolished in the tripartite settlement, the contention of Mr. Mukhopadhyay that no such posts existed after 1985 cannot be accepted. This will be further confirmed not only from the oral evidence of WW-1 and WW-2, but also from the pay slip of WW-2 vide Ex. W-1 which described him as Kassab. The second ground of attack is that there is no 'deemed promotional policy' under the CPT and the Central Government while making the reference acted beyond its jurisdiction by presuming the existence of such 'deemed promotional policy'. It was submitted by Mr. Mukhopadhyay that it is for the Tribunal to consider under given facts and circumstances a 'deemed promotional policy' can be inferred, but that cannot be done by the Central Government. To my mind this objection is hypertechnical and the reference cannot be thrown away for this reason. So, both the contention of Mr. Mukhopadhyay regarding the maintainability of the reference are of no avail, making it necessary for the Tribunal to dispose of this matter on merits.

7. Admittedly, the concerned workman, Harekrishna Bhowmick was working as Lascar Grade-II. It appears from Ext. W-2 which is a notice issued by the O.S.D. Dock Master dated 8th April, 1993 that applications were invited from the willing candidates of his section for working in the post of Kassab. In terms of the said notice the concerned workman applied for the said post on 10-4-1993. It further appears from his evidence that he was directed to appear in the test for appointment of Kassab to which he appeared on 10-5-1993 and he was selected in the said test. From his evidence it will also appear that he was thereafter posted as Assistant Kassab on 12-5-1993. That letter is marked Ext. W-7 in this case. It will appear from his letter that one Shambhu Nath Dutta was posted as Kassab and from 12-5-1993 and the concerned workman was posted in the store room to assist Kassab as Lascar. It was submitted by Mr. P. C. Mondal that the concerned workman was working as Assistant Kassab, but since there was no post of Assistant

Kassab, as admitted by WW-1 in his evidence, no question of his appointment as Assistant Kassab by the said letter can arise. It further appears from his evidence that Shambhu Nath Dutta has retired from service on 28-2-1995 and that one person is posted there as Kassab only in name but actual work of Kassab is done by him. The union has produced Ext. W-8 which is a letter to the concerned workman by the Dock Master and is dated 27th February, 1995 from which it will appear that the concerned workman was directed to take over the Dock Master's stores after checking and physical verification from Shambhu Nath Dutta, Kassab who was superannuating on 28-2-1995. From Ext. W-9 which is a letter of Shambhu Nath Dutta to the Dock Master bearing the same date it will appear that he handed over the complete store to the concerned workman. Union has produced another letter bearing the same date of the Dock Master which shows that after taking over the Dock Master's store he was to handover the same to the new Kassab as and when appointed. Union has also produced certain notes from which it will appear that he was described as Kassab.

8. The question is whether on the basis of such evidence on record the concerned workman can be said to have been appointed as Kassab. Admittedly, no appointment letter was issued in his favour to prove that he was ever appointed as Kassab. The letters produced by the union, on the other hand, shows that he was asked to assist the Kassab which he had been doing till 28-2-1995 when Shambhu Nath Dutta retired from service. The concerned workman himself prayed for his appointment as Kassab after retirement of the present incumbent of the said post who is due to retire on 31-12-1993. It may be that the Dock Master issued a notice calling for applications for appointment of Kassab on 8-4-1993 to which the concerned workman responded by filing an application. In his evidence the workman stated that he was directed to appear in the test where he was selected, but no paper was produced to show that he was selected in the said post for appointment as Kassab. Had that been so, an appointment letter would have been issued in his favour and in respect of which the workman clearly admitted in his evidence that there was no communication to the effect that he was selected for the post of Kassab. Mr. Mondal, representative of the union laid emphasis on the letter of the Dock Master dated 11-5-1993 marked Ext. W-7 from which it will appear that he was posted to the store room to assist the Kassab as Lascar on and from 12-5-1993. No doubt in terms of that letter he was posted to assist the Kassab but such assistance to the Kassab as Lascar does not make him an Assistant Kassab as there was no existence of such post. Such work of rendering assistance to Kassab does not develop a right to be appointed as a Kassab, nor the direction to take over Dock Master's store from the retiring Kassab amounts to putting him in charge of the office of Kassab. Even assuming that he was put in charge of Kassab after retirement of the permanent incumbent to the said post, that will not give him any right to be appointed as Kassab. The union has also failed to produce any document in support of its contention that at any point of time previously there was any practice of appointing Kassab in the manner as prayed for by the union in this case. There is, therefore, no scope

for deeming the existence of any promotional policy by which such appointment to the post of Kassab can be inferred. The tripartite settlement, Ext. M-1, on the other hand, completely demolishes the case of the union. It will appear from paragraph 9 of the said settlement that the Tindal, Head Lascar, Majhi, Kassab Leadman etc. enjoying scale of pay of Rs. 585-840 shall be considered to be holding promotional posts. Relevant pay scale of the workman at the relevant time being Rs. 575-806, he cannot be appointed as Kassab without obtaining the intermediary scale of Rs. 585-840. It is not that all those persons enjoying scale of pay of Rs. 585-840 were absorbed in Lascar Grade-I, but as it appears from the settlement only 50% of the Lascars obtained Grade-I which included Kassabs. The concerned workman therefore did not come within the zone of consideration for appointment to the promotional post of Kassab as prayed for by him.

9. So, upon consideration of the facts and circumstances of this case, I am of the opinion that the union has not succeeded in providing that the concerned workman is entitled to obtain the promotional post of Kassab. No relief shall accordingly be available to the concerned workman.

This is my Award.

A. K. CHAKRAVARTY, Presiding Officer

Dated, Calcutta,

The 25th January, 1999.

नई दिल्ली 5 फरवरी, 1999

का. ग्रा. 673 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विशाखापटनम पोर्ट ट्रस्ट के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, विशाखापटनम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-99 को प्राप्त हुआ था।

[मं. एल.-34012/4/95-आई. आर. (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 5th February, 1999

S.O. 673.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Visakhapatnam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Visakhapatnam Port Trust and their workman, which was received by the Central Government on the 5-2-99.

[No. L-34012/4/95-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT VISAKHAPATNAM

PRESENT :

SRI K. SATANAND, B.Sc., LL.M.,
CHAIRMAN & PRESIDING OFFICER

Monday, the 16th day of November, 1998

I.T.I.D.(C) : 1/96

BETWEEN :

The General Secretary, Port Employees Union,
Dharma, Shakthi Bhawan, Kotha Road
Area, Visakhapatnam-530 001.

.. Workman.

AND

The Chairman, Visakhapatnam Port Trust
Visakhapatnam. ... Management

This dispute coming on for adjudication before this Industrial Tribunal-cum-Labour Court, on a reference made by the Government of India vide letter No. L-34012/4/95-IR(misc.) dated 4-1-1996, in the presence of Sri S. Sivaramdas, advocate for workman and Sri B. Gowri Sankara Raju, advocate for management, upon hearing the arguments of both sides and on perusing the entire material on record, the court passed the following :

AWARD

(1) This is an industrial dispute that came up for adjudication before this tribunal on a reference made by the Central Government which framed the terms of reference as follows :

“Whether the action of management of Visakhapatnam Port Trust in not promoting Sri P. Sadhu Rao, Motor Mechanic Gr.-I as charge hand is justified? If not to what relief the workman concerned is entitled to?”

(2) The facts of the case as culled out from the statements of demand filed by the parties as also the additional statements again filed by both parties. The workman by name Sadhurao was promoted to the post of motor machanic Grade-I w.e.f. 3-12-82. He claimed that his probation in the category of MM Grade-I was declared as completed satisfactorily w.e.f. 3-12-84 as per the CME's office order dated 7-3-85. The workman submitted that with the declaration of his probation he became eligible for promotion to the next higher post namely charge head in all respects as and when a future vacancy arose in that higher cadre. It seems accordingly a vacancy in the cadre of charge head arose with the retirement of one Kanaka Rawyet, Sadhurao complained he was not promoted to that post on the ground that he was merely Motor Mechanic Grade-I (up-graded) but not motor mechanic grade-I

(regular). According to workman he was wrongly shown as MM Grade-I (up-graded). This denial is the issue in this industrial dispute.

(3) On the other hand, the management filed a written statement stating that P. Sadhurao was promoted to the post of motor mechanic grade-I w.e.f. 3-12-82 in the vacancy of one Simhachelani who retired on medical grounds. But later Sadhurao was reverted to the lower post of MM Grade-II w.e.f. 4-12-83 for want of vacancy. It also maintained that he was promoted as Grade-I (Upgraded) upto 19-7-93. It also submitted that the declaration of probation was cancelled as per the order of the chairman as probation cannot be declared in a post that owes its existence to more upgradation. As the statement of the management was very vague it was allowed to file an additional statement with better particulars. In that additional statement it added that the workman came to be reverted from the post of motor mechanic grade-I w.e.f. 4-12-83 that too in the proceedings dated 16-4-84 for want of vacancy to accommodate the repatriation of Sri P. F. Raux, who came back to the parent department w.e.f. 4-12-83. However, Sadhurao was allowed to continue MM Gr. I even w.e.f. 4-12-83 but not in the regular post but in the up-graded post. The management admitted that his probation in the post of motor mechanic Gr-I was declared as completed taking into account his service of one year as a MM Grade-I regular and of another year as MM. Grade I (upgraded). The management then maintained that later on it received a circular from the secretary of the Government stating that the question of declaration of probation in the up-graded posts did not arise at all. Accordingly, the management claimed to have issued a circular on its own informing all concerned that the probation so declared might be treated as cancelled. Thus, the management maintained that Sadhurao did not require eligibility for the post of charge hand at that time. The management, however, superseded that subsequently the probation of Sadhurao in the post of motor mechanic Gr-I (up-graded) had been declared as completed w.e.f. 21-6-93 in terms of the orders of administration and in addition he was also promoted as charge hand on regular basis w.e.f. 18-2-95.

(4) The workman too filed an additional claim statement virtually as a rejoinder to the additional statement of the management in which he contended that his promotion w.e.f. 3-12-82 to the post of motor mechanic Gr-I was never by way of promotion to a up graded post. It was clearly a promotion to the post of Gr-I regular. He admitted that the revision dated 4-12-83 was not communicated to him and that no notice was served on him before reverting him. "In substance he complained that the change in his status from regular MM Gr. I to up graded MM Gr. I was done behind his back". Similarly he also complained that the management had no authority to cancel his probation that too without any notice whatsoever to him before causing such alteration to his detriment.

(4) Heard both sides.

(5) The points that arise for consideration are :

(1) Whether the action of the management of Visakhapatnam Port Trust is not promoting Sadhu Rao Motor Mechanic Gr-I as charge hand is justified ?

(2) To what relief ?

(6) Point No. 1 : As could be seen from the pleadings and the arguments two things are clear. While the workman claimed that he became eligible to be promoted to the further post of charge hand from 4-12-84 onwards, the management maintained that he became so eligible only w.e.f. 10-12-93, when his promotion was declared again by the management. In fact the crux of the industrial dispute lies in respect of this controversy. The developments of the year 1993 and 1995 mentioned by the management in its additional written statement do not subside the industrial dispute, so the workmen claimed eligibility to be promoted as charge hand from the day his probation was declared as completed satisfactorily in the year 1984. On the face of it, it is an admitted fact that the workman was promoted as MM Grade-I w.e.f. 3-12-82 initially. But intentionally the management modded with the career of the workman at two points without alerting him. First of all the management claimed to have reverted the workman on 4-12-83 and again on the very same day promoted him to the post of Motor Mechanic Grade-I not 'regular' but 'up-graded'. Obviously before bringing about this change the management did not give any notice to the workman. It is never the case of the management that it had ever given notice to the workman for the change it brought about in his status on 4-12-83. So, it can be unhesitatingly held that this kind of alteration which definitely has some adverse impact upon the prospects of the workman as is demonstrated by the subsequent developments caused by the management, is violative of the principles of natural justice and thereby untenable in law. The next onslaught that was administered by the management against the workman was the cancellation of the probation once declared in favour of the workman. Admittedly the management declared the probation of the workman in the category of MM Grade-I w.e.f. 4-12-84. But strangely it cancelled the said probation unilaterally again without giving any prior notice to the workman, acting in terms of the Secretary's circular dated 20-5-85. This exercise is equally violative of the principles of natural justice. If the management wanted to cancel the probation of two workmen it ought to have resorted to the due process of law of which the principles of natural justice constitute an important part. Therefore, the management tried to take shelter upon two of its acts which are illegal for the purpose of justifying the denial of eligibility to the workman to be promoted to the post of charge hand if any vacancy to the said post had arisen long before his recent promotion. Unfortunately neither the workman nor the management spelt out in clear terms if any such promotional opportunity had arisen during the period between 1985 and 1993 and the workman come to be denied that opportunity solely on the basis of the present impugned acts of the management found to be illegal. Nevertheless, I have no hesitation to hold that if the workman had come to be denied the eligibility to be promoted to the post of charge hand any time on the grounds of his being changed to the post of MM Gr-I (up-graded) from MM Gr-I (Regular) and the cancella-

tion of his probation in the post of MM Gr-I conceded to him in the year 1984-85, such denial is bad in law.

(7) Point No. 2 : In view of the findings supra the workman is entitled to be promoted to the post of charge hand even with effect from the time, if ever he was denied such promotion as a result of the two illegalities pointed out. The management shall also pay him costs in a sum of Rs. 500 (Rupees five hundred only). Accordingly an award is passed answering the reference.

Dictated to steno transcribed by her given under my hand and seal of the Court this the 16th day of November, 1998.

K. SATYANOND, Presiding Officer
Appendix of Evidence
Witnesses Examined for

Workman : None. Management : None.

Documents marked for workman : Nil.

Documents marked for Management : Nil.

नई दिल्ली, 5 फरवरी, 1999

का. आ. 674 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत गोल्ड माइन्स के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बैंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-99 को प्राप्त हुआ था।

[सं. एल.-43012/9/90-आई. आर. (विविध)]
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 5th February, 1999

S.O. 674.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bharat Gold Mines Ltd. and their workman, which was received by the Central Government on the 3-2-99.

[No. L-43012/9/90-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR
COURT BANGALORE

DATED 12th JANUARY, 1999

PRESENT :

JUSTICE R. RAMAKRISHNA
PRESIDING OFFICER

C. R. NO. 16/1991

I PARTY

The Secretary
Bharat Gold Mines
Employees Union
K.G.F. 563 120.

II PARTY

The Mg. Director
Bharat Gold Mines Ltd.
Oorgaum,
K.G.F. 563 120.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial disputes Act, 1947 has referred this dispute vide Order No. L-43012/9/90-IR (Misc.) dated 27-3-1991 for adjudication on the following schedule.

SCHEDULE

"Whether the action taken by the management of Bharath Gold Mines Ltd., in dismissing Shri Delcourt a Foreman in Nandydoorg Mill from service for his alleged negligence of duty is justifiable? If not what relief is Shri Delcourt entitled to?"

2. Shri Delcourt was a Foreman in Nandydoorg Mill of the second party at the relevant time. His cause is espoused by the Secretary of Bharath Gold Mines Employees Union, K.G.F.

3. The allegation against the first party was negligence/connivance as a result of which theft of 3.950 kgs. of sodium cyanide was found with one Mr. Swamy Raj, T. No. 7325, a general labourer when he was searched by the watch and ward department on 6-1-1988 at about 3.10 p.m. when he was passing through the gate of the company. The second party has issued a notice to said Swamyraj on 7-1-88 as per Ex. M-11 on the allegation of theft and on 8-1-88 a notice was also issued to the first party that because of his negligence the sodium cyanide was illegally carried by Mr. Swamyraj and therefore it appears to be a case of connivance. The explanation of the first party that he was neither negligence nor connivance was not accepted by the management. A domestic enquiry was initiated by Mr. M. K. Akki, Senior Assistant Manager (Personnel) and was examined as MW-1 before this Tribunal on the validity of domestic enquiry.

4. This enquiry officer gave a finding that the charges are proved and the workman is guilty. This finding was accepted by Dy. General Manager, who after an explanation was given against the finding of the enquiry, dismissed the workman from service by an Order dated 11-7-1998.

5. Initially this tribunal proceeded to decide the validity of domestic enquiry. After examining the enquiry officer and the concerned workmen, by a considered order dated 1-8-1997 a finding was given in favour of the second party. After this order the progress of the case is not very encouraging. However the case was reserved for an Award on 15-12-98. As both sides were not appearing, this tribunal decided to pass an award on the available materials.

6. The main contention of the first party is that he has put up 33 years of unblemished service but the

second party without taking this fact into consideration have passed an order of dismissal on the report of domestic enquiry, where the report of the enquiry officer is perverse and legally unsustainable. It is his further contention that the enquiry officer or the disciplinary authority have not taken into consideration the explanation offered by him nor they came to any conclusion of any connivance of the first party with Swamyraj who has been caught red handed for this alleged theft.

7. The notice dated 8-1-88 issued to the first party does not show the act of negligence is a misconduct either under regulations or standing orders. But, however, in the S.C.N. issued to the workman dated 30-3-88 marked as Ex. M-7 shows that the enquiry conducted was under standing order No. 15(b)(2).

8. The enquiry officer commenced the enquiry on 22-1-88 and concluded on 5-2-1988. The finding of the enquiry officer does not bear any date. In the S.C.N. Ex. M-7, the D.A. does not indicate when the report was made and given to the management. The disciplinary authority i.e. Dy. General Manager has made an endorsement in Ex. M-6, that he agreed with the findings and proposed to dismiss the workman. This is dated 18-3-1988. There after Ex. M-7 was issued to the workman.

9. The enquiry officer has relied on the statement of one Mr. A. V. Reddy and Mr. George Wilson. Mr. A. V. Reddy speaks about catching Mr. Swamyraj while he was carrying sodium cyanide in his bag. Mr. George Wilson in his statement before the enquiry officer states that 300 kgs. of sodium cyanide in sealed drums containing of 50 kgs. each was issued to hoist the sodium cyanide drums to sub-store and instructed to carry out the days normal work. At about 3.05 p.m. he got the information from Mr. A. V. Reddy that Mr. Swamyraj was caught for carrying sodium cyanide. When the stock was checked the physical stock position of sodium cyanide was found correct. He verifies the stock position of sodium cyanide and found the stock as per the book figures was tallied with the available stock.

10. There after the first party gave his evidence of having used the sodium cyanide for the purpose which was meant and kept the empty sodium cyanide drums in the room.

11. The above materials does not show how the said Swamy Raj came into possessing of sodium cyanide which was found in his bag.

12. The first party in his explanation to the Memo of accusation and explanation to the S. C. N. (Ex. M-2 & M-8) explains the procedure and regard to the charge of negligence of duty in Ex. M-2 the relevant explanation is as under :

There are two cyanide store rooms in the plant one main store from which we are issued quota of Cyanide by the General Foreman (GPO) of slime plant under whose custody the stock is. The drums are taken to the top platform store room opened put in small drums and room locked. Every shift foreman takes the required quantity for addition to pachuca and handover

balance to next foreman. The door of the room is always kept locked and cyanide taken out, room locked, and tipped to pachucas. The key of the top room only is always with shift foreman. On the reported day also all cyanide addition was done under my close supervision and hence no cyanide has been taken out from the top cyanide stores under my custody. An correct account of cyanide added is kept in stock book and balance handed over to next shift foreman.

13. In his explanation to S.C.N. Ex. M-8 he again states that :

There are two Cyanide store rooms in the plant one main store from which we are issued quota of cyanide by the G.P.O. of slimes plant under whose custody the stock is verified and found correct. On the reported day also all cyanide addition was done under my close supervision and hence no cyanide has been taken out from the top cyanide stores. An correct account of cyanide added is kept in stock book and balance handed over to next shift Foreman so, the charge levelled against me is not correct. I have been render my service sincerely and honestly to the company for the past 33 years without any adverse remarks with appreciation of my superiors.

14. The entire record placed in this case does not show any connection of the theft by Mr. Swamyraj which is the result of negligence of this workman. There is not even a suggestion that he has connived with the said Swamyraj in this misconduct. Therefore the report of the enquiry officer is nothing but a perverse order.

15. "A perverse finding is legally defined as a finding which is not only against the weight of evidence but is altogether against the evidence. The perverse order is defined as an order made in conscience violations of pleadings or law".

16. This workman, as record shows, has put in unblemished total service of 33 years before the alleged misconduct. The disciplinary authority has not taken into consideration these facts in the back ground of a vague allegation made against first party. Therefore the action of the disciplinary authority amounts to victimisation and unfair labour practice. The fact of victimisation and unfair labour practice can be deducted on the facts and circumstances of a case though it is not specifically raised by the affected party. The punishment imposed by the disciplinary authority is disproportionate and shocks the conscience of this tribunal. In all fairness the disciplinary authority have imposed a punishment of warning or censor as a direct connection to this theft is not established against the workman. Therefore taking into consideration the benevolent provision of Section 11A of the Industrial Disputes Act, 1947 the order of dismissal requires interference in the interest of justice, equity and fairness.

17. In the result I hold that the second party was not justified in dismissing the services of the workman.

18. In view of the conclusion reached above, the consequent order would be reinstatement and backwages. Since there is materials that this workman joined the services during 1955, it is not known when he would have reached the age of superannuation, if he has worked without their being an order of dismissal made by the second party. Therefore it is for the second party to calculate the date of his superannuation and pay the backwages from the date of the order for dismissal as if there was no order of dismissal made against him. Ordered accordingly.

(Dictated to the stenographer, transcribed by her, corrected and signed by me on 12th January, 1999.)

JUSTICE R RAMAKRISHNA, Presiding Officer.

नई दिल्ली, 28 जनवरी, 1999

का. आ. 676 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत कोकिंग कोल लिमि. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद—2 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-99 को प्राप्त हुआ था ।

[सं. एल.-24012/112/85-डी आई वी (बी)-आई. आर. (सी-I)]

बी. के. राजन, डेस्क अधिकारी

New Delhi, the 28th January, 1999

S.O. 675.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad-2 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Coking Coal Ltd. and their workman, which received by the Central Government on 27-1-99.

[No. L-24012/112/85-D. IV (-)IR(-I)]

V. K. RAJAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2)
AT DHANBAD.

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 106 of 1986

PARTIES :

Employers in relation to the management of
Bhowra (South) Colliery of Bhowra
Area No. XI Bharat Coking Coal Ltd.

AND

Their workman.

APPEARANCES :

On behalf of the workmen : None.

On behalf of the employers : Shri H. Nath,
Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 18th Jan., '99

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012(112)/85-D. IV(B), dated the 12th February, 1986.

SCHEDULE

"Whether the action of the Management of Bhowra (South) Colliery of Bhowra Area No. XI of M/s. Bharat Coking Coal Ltd., P.O. Bhowra, Distt. Dhanbad in not providing regular light job on surface to Sh. Tetar Sao, M. C. Loader is justified ? If not, to what relief the workman concerned is entitled ?"

2. In this reference both the parties appeared before this Tribunal and filed their respective W.S. Documents etc. Thereafter the workman side abstained from appearing and taking any steps. Under such circumstances, this Tribunal has been left with no other alternative but to pass a 'No dispute' Award presuming that presently there is no dispute existing between the parties. Accordingly 'No dispute' Award is being rendered in this reference.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 28 जनवरी, 1999

का. आ. 676 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टिस्को के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद—2 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-99 को प्राप्त हुआ था ।

[सं. एल.-20012/27/92-आई. आर. (सी-I)]

बी. के. राजन, डेस्क अधिकारी

New Delhi, the 28th January, 1999

S.O. 676.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad-2 as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of TISCO and their workman, which was received by the Central Government on 27-1-99.

[No. L-20012/227/92-I.R. (C-I)]

V. K. RAJAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD.

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 112 of 1993

PARTIES :

Employers in relation to the management of
Tata Iron and Steel Co. Ltd.

AND

Their workmen.

APPEARANCES :

On behalf of the workmen : Shri Chandrika
Prashad, Advocate.

On behalf of the employers : Shri B. Joshi,
Advocate.

STATE : Bihar. INDUSTRY : Coal.

Dated, Dhanbad, the 18th January, 1999

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(227)/92-I.R. (Coal-I), dated the 27/28th July, 1993.

SCHEDULE

"Whether the action of the management of Malkera Colliery of M/s. TISCO in terminating the services of Shri Mehboob Mia miner w.e.f. 21-2-1980 is justified? If not, to what relief the workman is entitled for?"

2. The concerned workman has made out a case in his W.S. to the effect that he had been working at Malkera Colliery under M/s. TISCO Ltd. He was initially appointed on piece rated Hard Coke Stacker in 19-6-76 and was thereafter designated as Miner, T. No. 53346 by letter No. SJA/5597 dt. 3/7-8-98. The concerned workman worked as such till his dismissal.

3. That the concerned workman was transferred from Sijua Colliery to Malkera Colliery in 1979. That the concerned workman was on leave for four months w.e.f. 18-9-79 due to serious illness on being attached with jaundice for which the concerned workman informed the management from time to time by sending letter under Regd. Post praying for extension of leave but the management instead of extending the leave issued a charge-sheet alleging unauthorised absence from duty without reasonable cause from 26-9-97. The management also held an exparte domestic enquiry and on the basis of the report of the Enquiry Officer who was the Agent (OPN) Sijua dismissed him from service w.e.f. 21-1-1980.

4. That the concerned workman reported for duty along with a certificate of fitness from his consulting physician when to his utter surprise came to know about his dismissal on the ground of remaining absent without permission.

5. That the union Rashtriya Mazdoor Sangh of which the concerned workman was an active member took up the matter of his dismissal with the management and at G.M.(C) level and via meeting it was decided to reinstate the concerned workman in the original job and he was asked to be examined medically. The concerned workman was proceeding for his medical test but he was arrested by police of Jogta P.S. on the false allegations of committing dacoity. The concerned workman was in jail custody for three months and after his duty. He was acquitted of the charge of dacoity yet the management all on a sudden stopped him from working without assigning any reasons whatsoever.

6. That the action of the management is illegal, arbitrary and unjustified and the concerned workman believes that he was victimised for his Trade Union activities. That the concerned workman raised an industrial dispute before the ALC(C) Dhanbad but the proceedings was dropped for failure of the workman to attend on the date and that too due to mistake in correspondence. The concerned workman raised the dispute once again under Section 2A of the I.D. Act, 1947, and on submission of failure report the Central Govt. has referred the dispute to this Tribunal for adjudication.

7. That the action of the management is vindictive, caercive, malafide, harassing against the principles of natural justice for which the concerned

workman has prayed for an award in his favour by holding the action of the management in dismissing the concerned workman w.e.f. 21-1-1980 as illegal and unjustified as well as for an order for re-instatement of the concerned workman with full back wages for the idle period till his re-instatement.

8. The management as against the W.S. of the workman has also filed a written statement-cum-rejoinder wherein it has challenged the maintainability of the reference and has also made out a case to the effect that the concerned workman was appointed on piece rated miner/loader on 7-8-1978 and was given ticket No. 62967.

9. That the concerned workman was transferred from Sijua Colliery to Malkera colliery by letter, dt. 15/20-11-1978 effective from 21-11-1978.

10. That the concerned workman while carrying on his duties at Malkera he was dismissed from service with effect from 12-7-1979 on the charge of unauthorised absence from duty without permission or reasonable cause.

11. That on the representation of the Union the concerned was re-employed w.e.f. 21-8-1979 by letter dt. 10-8-1979 on the assurance by the concerned workman and the union that there would be no repetition of such misconduct of the concerned workman in future without justified cause but despite such assurance of the union and also of the concerned workman he started absenting from duty from 26-9-1979 without permission or information and without justified cause for which a chargesheet dt. 17/22-10-1979 was issued against him. The chargesheet was sent to him at his home address by registered post but was returned by the postal department underdelivered as the concerned workman was not available there with the remark "that the addressee was not traceable." That Sri S. Subramony, the P.O. of Malkera Colliery was appointed E.O. to conduct the departmental enquiry relating to the chargesheet against the concerned workman. The E.O. fixed 26-12-1979 for enquiry in the office of the P.O., Malkera and notice was sent to the concerned workman by regd. post at his home address. The notice was also published in the local newspaper intimating the date of enquiry. The concerned workman did not attend the enquiry and also did not send any representation for which the enquiry was conducted ex parte on 26-12-1979 by the E.O. The E.O. submitted his report holding the concerned workman to be guilty of the charge. The management considering the past conduct of the concerned workman dismissed him from service w.e.f. 21-2-1980 by letter dt. 11/14-1-1980. In view of the previous record of similar misconduct of the concerned workman the order of dismissal was legal and justified for which the concerned workman is not entitled to any relief.

12. In addition, the management has also submitted parwise comment in the rejoinder and in doing so the management abstained from making any comments in respect of the contents of para 1, 4, 8 and 13 as being matters of record.

13. In respect of para 2 of the W.S. of the workman the say of the management is that those are incorrect and as such denied so far unblemished record of service is concerned. The contents of para 3 are not fully correct. The contents of para-5 are incorrect and denied so far illness of the concerned workman etc. are concerned. The contents of para-6 of the W.S. of the concerned workman are also not fully correct as the concerned workman did not apply for leave but started absenting from duty without any satisfactory cause and without even permission although departmental enquiry was held ex parte.

14. The contents of para-7 are incorrect and denied including the claim of reporting for duty along with a fitness certificate from his consultant doctor. He did not inform his whereabouts to the management yet on the basis of representation of the union a chance was given to him by way of re-employment with direction to appear before the medical board for his examination on 6-6-1980. The concerned workman was involved in a dacoity case on 7-6-1980 and was arrested by Police on that date for which he did not join his duties on 7-6-80. The concerned workman was not interested for his job and has raised the present dispute at belated stage with some motive.

15. The content of para-8 of the W.S. of the workman are incorrect and hence denied including the claim of active membership of any Trade Union. The contents of para 9 of the W.S. of workman are not fully correct. The concerned workman was arrested by police in connection with a dacoity case but the management is not aware of the order of his acquittal in that case. The concerned workman joined his duty after his release from jail. In respect of the contents of para 10 of the W.S. of workman the say of the management is that those are incorrect. The concerned workman was already dismissed from service and the management wanted to re-employ him on the basis of assurance given by the union. The contents of paras 11 and 12 are incorrect and denied. It is denied that the management stopped the workman from his duties illegally or to victimise him due to his trade union activities. In respect of the contents of para 14 of the W.S. of the workman the say of the management is that those are incorrect and denied. It is denied that the action of the management in dismissing the workman from service w.e.f. 21-1-1980 is vindictive, coercive, mala fide and intentionally to harass the concerned workman against the principles of natural justice. The contents of the rest of the paras of the W.S. according to the manage-

ment are incorrect and as such denied for which the concerned workman is not entitled to any relief. Naturally the management has prayed for an Award in their favour holding that the concerned workman is not entitled to any relief.

16. The workman side has also submitted a rejoinder as against the W.S. of the management making parawise comments. The workman abstained from making any comment in respect of the contents of para 1 of the W.S. as those are reproduction of the schedule of reference. The workman has denied the contents of para-2 of the W.S. of the management and claimed the reference to be valid and maintainable. The contents of para-3 of the W.S. of the management are not fully correct. The workman was initially appointed as piece rated Hard Coke Stacker at Sijua by letter dt. 22-10-76 by the manager of Coke Oven, Sijua Colliery and he has appointed as miner w.e.f. 7-8-78 vide Manager, Sijua Colliery's letter dt. 3/9-8-78. The workman admitted the contents of para 4 of the W.S. of the management and abstained from making any comments in respect of para 5 and 6 as being matters of record. The workman has denied the contents of para 7 of the W.S. of the management as correct so far allegations of his remaining absent from duty without information, issuance of chargesheet etc. are concerned. In respect of the contents of para 8, 9 and 10 of the W.S. of the management the say of the workman is that those are incorrect and denied. So also in respect of the contents of para 11 of the W.S.

17. The workman has admitted the contents of para 12 of the W.S. to the extent of dismissal of the concerned workman but the contents of para 13 of the W.S. are denied as incorrect. The claim of the workman is that the management was always changing its version for establishing that the concerned workman was absenting from duty without permission or information but it is within the knowledge of the management that the workman was involved in connection with a dacoity case and was heldup on 7-6-80 at Badrichak but the fact remains that the workman was falsely implicated in that case yet the management adopted unfair means for depriving the concerned workman of his livelihood and on all these grounds the concerned workman has again prayed for granting the relief in terms of the prayer in his W.S. by an award in his favour.

18. The point for decision is whether the concerned workman Mehboob Mia is entitled to an order for reinstatement by a finding that the action of the management of Malkera Colliery of M/s. TISCO is not justified in terminating the services of the concerned workman.

DECISION AND REASONS

19. Both parties have adduced oral as well documentary evidence in support of their respective case. The concerned workman has examined himself while adducing oral evidence by posing himself as WW1. His evidence is that he started serving in Sijua Colliery in 1978 as piece rat workman. Subsequently he was appointed Miner by letter dt. 3/9-8-78. He was transferred from Sijua Colliery to Malkera Colliery by letter dt. 15-11-78. It is his evidence that he could not attend his duties due to his hospitalisation for which he started submitting application for extension of leave while he was in the hospital. The Hospital authority directed him to continue his medical treatment thereafter he reported to the company with medical fitness certificate and sought for permission to join his duty but he was not so permitted. The claim of the witness during his examination in the Tribunal that he did not receive any letter from the company in connection with any enquiry before his dismissal. He, however approached his union's office bearer Abdus Jabbar to look into the matter. A meeting was held between the management and the office bearer of the union but in spite of that he was not permitted to join his duty. The witness has also proved a paper prepared during such meeting marked as Ext. W-4. Thereafter as per evidence of the witness on the basis of the direction issued by the management he reported to the Medical Officer on 6-6-80 for his medical examination and after obtaining medical fitness certificate from the Medical Officer he was proceeding to the office of the company for reporting for his duty but was arrested by police in connection with a criminal case of dacoity. He was detained in Jail custody and after his release from there he reported to the management with request to permit to join his duty but to no purpose. This is the sum and substance of the evidence during his examination-in-chief of WW-1. During his cross-examination the witness has admitted that he has not paper to show his medical treatment and also paper to show submission of application for sick leave while he was in the hospital and such applications were sent by Regd. Post and the witness claimed that he has got registration receipt to show submission of such application by ending them under Regd. Post. It was suggested to the witness on the side of the management that he was neither sick nor submitted any application or even the fitness certificate to join his duty but remained absent intentionally which has, however, been denied by the witness. During cross-examination the witness has admitted that in fact there was delay in raising the dispute and the cause of the same is that his union to which the concerned workman belonged was looking after the matter but when after a lapse of 10 years the union expressed its inability to do anything in the matter for the concerned workman and he raised the dispute for

which there was delay. In addition to the oral evidence on the side of the workman some papers have also been produced and proved which are Ext. W-1 to W-5 showing his appointment etc. On the other hand the management side has also adduced oral as well as documentary evidence by examining one witness named Chandra Kanta Jha and by producing and proving three Nos. of documents including Standing Order vide Ext. M-2. MW-1 during his examination in the Court deposed about issuance of Chargesheet against the concerned workman, against his unauthorised absence without any justified cause, about his dismissal, re-employment of the concerned workman through the intervention of the union on the assurance and undertaking of the union as well as of the concerned workman to avoid repetition of similar action of unauthorised absence etc. The oral evidence adduced by the parties are thus in support of their respective pleadings. There is no dispute that a departmental proceeding was held against the concerned workman but the fairness of the etc. of same was found to be improper with liberty to the management to adduce evidence vide Order No. 21 dt. 28-6-96. The fact of dismissal of the concerned workman and his re-employment by the management have also not been disputed. Similarly it is evident from the cross-examination of MW-1 that the management was aware of arrest of the concerned workman by Police in connection with a criminal case of dacoity and of his detention in Jail custody for a number of days. The management as abstained from challenging the claim of the concerned workman that he has since been acquitted from the charge of dacoity. It is also evident from the evidence that the concerned workman was arrested on the following day of his medical examination of 6-6-80 which was the date for reporting by the concerned workman for duty and thereafter he was in Jail custody for a considerable period and as such it cannot be said that the concerned workman intentionally avoided to report himself to the management for his duty. It is true that his previous service record was not satisfactory and for which once he was dismissed from his service but he was re-employed through the intervention of the union yet when he was prevented from reporting for duty due to the circumstances beyond the control of the concerned workman because of his arrest by the Police the concerned workman cannot be blamed that he was negligent on the second occasion also in the matter of reporting himself for duty. It is also true as submitted by the learned Advocate for the management that there was inordinate delay in raising the dispute and as such no relief should be granted to the concerned workman. There is no provision in the I.D. Act fixing any time limit for raising a particular dispute although unnecessary delay in raising the dispute should not be encouraged by taking lenient view. But in the instant case since it has

been elicited during cross-examination of WW-1 that delay was due to the fact the union was looking into the matter in respect of the services of the concerned workman and when after lapse of 10 years the union expressed its inability to do anything for the concerned workman he raised the dispute. The management during examination of MW-1 has not led any evidence to the fact that there was no such affair for reinstatement of the concerned workman at the instance of the union for a number of years as stated by MW-1 and as such although there was delay in raising the dispute it seems to me in view of the facts and circumstances of the present reference that the concerned workman should not be refused relief on that ground. Considering all these facts and circumstances of the reference, evidence on record and on consideration of the submission for and on behalf of the respective parties I cannot but hold that the concerned workman is entitled to an order for reinstatement upon a finding that the action of the Management of Malkera Colliery of M/s. Tisco in terminating the services of the concerned workman was not justified. The above point is thus disposed of and the schedule of reference is thus adjudicated. The concerned workman is directed to be reinstated in his service within 3 months from the date of publication of the Award in the Gazette of India with continuity of service but in view of the facts and circumstances of the reference without any back wages. The Award is rendered accordingly.

20. There will be no order as to costs.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 8 फरवरी, 1999

का. प्रा. 677.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-1-99 को प्राप्त हुआ था।

[सं. एल.-22012/439/95-आई. आर. (सी-II)]

वी. के. राजन, डेस्क अधिकारी

New Delhi, the 8th February, 1999

S.O. 677.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Food Corporation of India and

their workman, which was received by the Central Government on the 29-1-1999.

[No. L-22012/439/95-IR(C-II)]
V. K. RAJAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 22 of 1996

PARTIES :

Employers in relation to the management of Food Corporation of India.

AND

Their workmen.

PRESENT :

Mr. Justice A. K. Chakravarty,
....Presiding Officer

APPEARANCE :

On behalf of Management : Mr. K. K. Chattopadhyay, Advocate.

On behalf of Workmen : Mr. D. K. Mukerjee, Advocate.

STATE : West Bengal INDUSTRY : Food Corpn.

AWARD

By Order No. L-22012(439)/95-IR(C-II) dated 22-7-1996 the Central Government exercise of its powers under section 10(1)(d) and (2A) referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management in relation to FCI in denying the facilities of reimbursement of first class Rly. Fare towards LTC (Bharat Darshan) for the block year 1990—93 to departmental workers of all FCI FSDs of West Bengal, Bihar, Orissa, Assam and NEF Region who reached at the basic of Rs. 1006.00 per month or above, is justified? If not, to what relief are the workmen entitled?”

2. When the case is called out today, learned Advocate for the union is present but none appears for the management. Learned Advocate for the union files a petition stating that the matter has already been referred to the National Tribunal, Calcutta for adjudication. He prayed for appropriate order.

3. It appears from the records of this Tribunal that the Central Government by Order No. L-22012/439/96-IR(C-II) dated 15th December, 1998 referred this matter to the National Tribunal,

Calcutta. This matter having thus been referred to the National Tribunal, the present reference before this Tribunal shall be deemed to have been quashed under the provisions of section 10(6)(a) of the Industrial Disputes Act, 1947.

4. In the said circumstances, let the present reference be disposed of by passing a “No dispute” Award.

A. K. CHAKRAVARTY, Presiding Officer
Dated, Calcutta,

The 12th January, 1999.

नई दिल्ली, 8 फरवरी, 1999

का. आ. 678.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबन्धतंत्र के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-1-99 को प्राप्त हुआ था।

[सं. एल.-19011/41/82-डी. IV (बी)]

वी. के. राजन, डेस्क अधिकारी

New Delhi, the 8th February, 1999

S.O. 678.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Eastern Coalfields Ltd. and their workman, which was received by the Central Government on the 29-1-1999.

[No. L-19011/41/82-D. IV(B)]

V. K. RAJAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 24 of 1983

PARTIES :

Employers in relation to the management of Sripur Area of M/s. Eastern Coalfields Ltd., P.O. Kalipahari, Dist. Burdwan.

AND

Their workmen.

PRESENT :

Mr. Justice A. K. Chakravarty,
....Presiding Officer.

APPEARANCE :

On behalf of Management : Mr. R. N. Mazumdar, Advocate with Mr. D. Mukhopadhyay, Advocate.

On behalf of Workmen : Mr. A. Mitra, Counsel.

STATE : West Bengal

INDUSTRY : Coal

AWARD

By Order No. L-19011/41/82/D. IV(B) dated 31st March, 1983 the Central Government in exercise of its powers under section 10(1)(d) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the General Manager, Sripur Area of M/s. Eastern Coalfields Limited, P.O. Kalipahari, Distt. Burdwan in not providing employment to dependants of Shri Syed Hussain and 13 others (list appended below) as per clause 10.4.3 of the NCWA II is justified? If not, to what relief they are entitled?”

List of the workmen

Sl. No.	Name of the workman
1.	Shri Syed Hussain
2.	Shri Sukur Khan
3.	Shri Bhagirath Yadav
4.	Shri Lochan Paswan
5.	Shri Ch. Biswanath Singh
6.	Shri Amulya Bouri
7.	Shri Jagunandan Barahi
8.	Shri Paltu Harijan
9.	Shri Bholanath Banerjee
10.	Shri Bindhachal Harijan
11.	Shri Aditya Das
12.	Shri Gurucharan Harijan
13.	Shri Badan Tanti
14.	Shri Amrit Dhobi

2. Instant case has arisen at the instance of Colliery Mazdoor Sabha (AITUC) (in short the union) for not providing employment to the dependants of the workmen working in Sripur Area of M/s. Eastern Coalfields Ltd., P.O. Kalipahari, Dist. Burdwan.

3. Union's case, as it appears from its written statement, is that Bhanora Colliery is one of the 14 collieries under the control of the General Manager, Sripur Area. All the 14 workmen under reference were permanent workmen of Bhanora Colliery. Circular No. GM/S. A/C-6/78/1214

dated 19-23-5-1981 regarding “Termination of service of the medically unfit employees and employment for their dependants in accordance with NCWA-II” was issued from the office of the General Manager, Sripur Area. In terms of that circular the management on the basis of medical examination by a board declared about 50 workmen unfit for duty on 24-4-1981 and 5-5-1981. The names of the 14 workmen under reference were also included in the list of medically unfit workmen. Prior to the above circular the Company also issued notices of superannuation to each of the workman with effect from 1-7-1981. The union has alleged that as per provisions of NCWA-II (National Coal Wage Agreement-II) dependant of each of the workmen were entitled to employment in the Company. As a matter of fact, the Company gave employment to the dependants of all permanently disabled workmen, excepting the dependants of the 14 workmen under reference, though these dependants were found to be medically fit, suitable for employment and below 35 years of age. Such action of the management has accordingly been challenged as unjustified, illegal, discriminatory and mala fide. The union took up the matter with the management but several joint discussions on the aforesaid dispute did not yield any result. An industrial dispute was accordingly raised, which ultimately culminated in the present reference. The union has accordingly prayed for a direction upon the Company for employing the dependants of these 14 concerned workmen as per Clause 10.4.3 of NCWA-II and pay them back wages from the date when they were entitled to such employment along with all consequential reliefs.

4. The management of Sripur Area of M/s. Eastern Coalfields Ltd. (hereinafter referred to as the management) filed its written statement, alleging inter alia, that in January, 1977 the management issued a general circular to all the General Managers and others communicating the decision of the Managing Director that any employee in the Wage Board who will opt for voluntary retirement before reaching the age of superannuation shall be entitled to receive Rs. 500/- in lump sum as ex gratia payment in addition to his normal retirement benefit; his dependant's name will be kept in the colliery register and at the time of recruitment of apprentices preference be given to them, if they are otherwise found suitable. Pursuant to the said circular, the concerned 14 workmen who were on the verge of their retirement submitted applications for voluntary retirement from service on the ground that they had been suffering from incurable diseases. They nominated their dependants for service as per that circular. While the management was still considering their applications the concerned workman changed their stand and approached the management to consider their cases in accordance with clause 10.4.3 of the NCWA-II. The names of all the 14 workmen were forwarded to the Medical Board for examining their fitness. The name of Syed

Hossain who had already retired was also forwarded inadvertently. The Medical Board examined large number of employees including the concerned 14 workmen and declared about 50 employees including the concerned workmen as medically unfit. Some of the dependants of some of the workmen out of the 50 employees who were declared medically unfit were granted employment, even though the illness of the workmen did not result in any loss of employment. Management has alleged that such offers were ordered employment, even though the illness provisions of Clause 10.4.3 of the NCWA-II. When these cases were detected by the Company, letters of termination of services of the alleged dependants were immediately issued and a strict circular was also issued for preventing such irregular employment. Such terminations, however, were challenged by the trade unions functioning in the collieries and they also served strike notice. Such demand did not include the cases of the 14 concerned workmen. As a result of negotiations and discussions a settlement was arrived at on 2-1-1982. The dependants whose services were terminated were reinstated on 1-1-1982. It was clearly agreed and understood that by giving such employment no precedence was created. The management has also alleged that the concerned workman having retired on due date of superannuation, the condition of employment for employment of dependants of the 14 concerned workmen under Clause 10.4.3 of the NCWA-II was not complied with. Management has further alleged that the reference is not maintainable because there was no compliance of Clause 12.3.1 of the NCWA-II which provides that in case of doubt or difficulty in interpretation or implementation of any clause of the agreement, the same is required to be referred to the JBCCI or a sub-committee constituted by the JBCCI for the purpose. The management has accordingly prayed for dismissal of the case of the union.

5. The union has filed a rejoinder reiterating the allegations made in its written statement.

6. Heard Mr. Mitra, learned Counsel appearing for the union and Mr. Mazumder, learned Advocate appearing for the management.

7. Apart from examining one witness on each side, the parties have produced certain documents in support of their respective cases.

8. Mr. Mazumder, learned Advocate for the management drew my attention to the evidence of WW-1, Ashes Maity the Secretary of the Colliery Mazdoor Sabha where he stated that on the date of reference the employees as mentioned were not in the rolls of the Company since they were superannuated. It was stated by him that those employees who were in the rolls may be members of the union. After superannuation and so long as they were in the rolls they could be a member of the union. The witness further added that superannuated em-

ployee can continue his membership, unless and until the term of membership expired. The employees concerned also paid their subscriptions for the period and the witness could produce the subscription receipts in this matter. Mr. Mazumder also drew my attention to the provisions of section 2(h) of the Trade Unions Act, 1926 and emphasised that the trade unions are primarily intended for regulating the relations between the workmen and employers or between the workmen and workmen or between the employers and employers. He also drew my attention to the definition of workman under section 2(a) of the Industrial Disputes Act, 1947 and submitted that a superannuated employee cannot be said to be a workman and accordingly the union could not raise an industrial dispute on his behalf.

9. I am not in a position to agree with the above contentions of Mr. Mazumder. In the first place it must be noted that no objection regarding the maintainability of the reference on the aforesaid ground of superannuation as a bar for regarding one as 'workman' was taken in the written statement of the management. Secondly, WW-1 in his evidence has stated that superannuated workman can still retain membership of the union if he goes on paying subscription, which the present workmen used to do after their retirement. This point having not been denied specifically in its written statement, the management cannot be allowed to urge this point for the first time at the time of argument. It must also be noted in this connection that there is nothing in the Industrial Disputes Act, 1947 which differentiates between the past workman and the present workman. In the above view of the matter, the point taken by Mr. Mazumder regarding maintainability of the reference must fail.

10. Another ground of attack on the maintainability of the reference is that the management having refused to give them any relief under Clause 10.4.3 of the NCWA-II, they ought to have referred the matter to the UBCCCL or a sub-committee constituted for the purpose under Clause 12.3.1 of the NCWA-II. The aforesaid provision has no application as this is not a case where any doubt or difficulty has arisen in the interpretation of implementation of any clause of the agreement as stated in that provision. In the aforesaid view of the matter, I am to hold that the reference is perfectly maintainable.

11. There is no dispute in this case that all the concerned workman had been working in the colliery and they retired from their service on attaining the age of superannuation. Mr. Mitra, learned Counsel for the union submitted that the management having asked for voluntary retirement from its employees, it was bound to retire them on receipt of such application from them and the management had acted without any authority to

refer their cases to the Medical Board. The letter of the Additional Chief Personnel Manager dated 5-1-1947 addressed to all General Managers regarding voluntary retirement is appended to the written statement of the management. It will appear from this letter that the management only sought for an option for voluntary retirement. In the instant case it is not denied that instead of simply forwarding their options for voluntary retirement, the concerned workmen prayed for retirement on medical ground. Simple voluntary retirement and retirement on medical ground are two entirely different things as the latter may call for invoking the provisions of appointment of the dependant under Clause 10.4.3 of the NCWA-II, but in case of voluntary retirement the provision was that the dependant's name will be kept in the colliery register and at the time of recruitment of apprentices preference will be given to them. Since the concerned workmen applied for retirement on medical ground, the management had no other alternative but to refer the matter to the Medical Board for consideration whether they were medically fit or not. From Ext. W-1 it will appear that number of persons appeared before the Medical Board, out of which 50 persons including the concerned workmen were declared medically unfit. It will appear from this letter that the management agreed to employ the dependants whose names are stated against the names of each medically unfit employee in that circular in accordance with NCWA-II, i.e., after termination of the services of the concerned medically unfit employee and pre-employment medical fitness examination of the dependants concerned.

12. The relevant provisions regarding employment of dependant in the NCWA-II are 10.4.2 which deals with died in harness cases and Clause 10.4.3 which deals with employment of one dependant of a worker who is permanently disabled in his place. Clause 10.4.4 is in respect of giving preference in employment to the dependants of the retiring employees. The only provision for employment of dependant of a worker while he is in service is Clause 10.4.3. Provisions of Clause 10.4.3 runs as follows :—

- (i) The disablement of the worker concerned should arise from injury or disease, be of a permanent nature resulting into loss of employment and it should be so certified by the Coal Company concerned.
- (ii) The dependant to be considered for employment should be physically fit and suitable for employment and aged below 35 years.

13. I have already stated that as per Ext. W-1 the dependant was to be appointed after termination of the service of the concerned medically unfit employees. In the instant case, the concerned em-

ployees having retired from service on superannuation, no question of termination of their services could arise. It was submitted by Mr. Mitra for the union that the management should have compelled them to retire from their services to make room for their dependants. None of the concerned workmen was examined to say under what circumstances they were compelled to work till their due date of superannuation. In this case, termination of the service of the concerned employee is sine-qua-non for appointment of his dependant as he can only be appointed in his place. It is immaterial for whose fault the termination was not effected, even after the employees were declared medically unfit. But since there was no termination of the services of the concerned workmen, no question of appointment of their dependants as per that circular Ext. W-1 could arise.

14. In so far as the compliance of the provisions of Clause 10.4.3 of the NCWA-II is concerned, the first condition is the injury or disease causing disablement of the workman shall have to be of a permanent nature, resulting into loss of employment. The management's witness B. K. Chatterjee stated in his evidence that in case of disablement if the employee served his full term, he cannot claim employment for the dependant. He further deposed that none of the employees mentioned in the reference was prematurely retired. Even if 'medically unfit' makes disablement of a permanent nature due to disease or injury, it is also to be proved that such disablement resulted into loss of employment. Loss is a generic term. It signifies some detriment or deprivation or damage. In the instant case, the concerned workman having been superannuated in due time and being entitled to get all post-retirement benefits on that basis, there was no detriment or deprivation or damage. There being thus no loss of employment, the first condition was not satisfied. Regarding the second condition that such disablement shall have to be certified by the coal company concerned, there is no evidence that any such certificate was issued in favour of the concerned workmen. None of the conditions of Clause 10.4.3(i) was accordingly satisfied. The case of the concerned workmen must accordingly fail on merit.

15. Mr. Mitra, learned Counsel for the union further submitted that out of the 50 persons who were declared medically unfit, the dependants of 36 of them having already obtained their employment, management's refusal to give employment to the dependants of the concerned 14 workmen is discriminatory and can be said to be an instance of unfair labour practice. Management has admitted that such appointment in favour of other persons having been made through inadvertence due to laches of the concerned officers, a belated attempt was made on the part of the management for their termination of service, but the unions having taken up their case and sounded a threat of strike that, to preserve industrial peace it had to reinstate them

in the service. In the aforesaid circumstances and in view of the fact that commission of any illegality shall not be the justification of commission of another illegality of the same nature that I am to hold that the action of the management in this matter is not liable to be challenged on this count.

16. So, upon consideration of the facts and circumstances of this case as well as the position of law in the matter, I am to hold that the management was justified in not giving employment to the

dependants of the 14 concerned workmen as per Clause 10.4.3 of the NCWA-II. The workmen accordingly shall not be entitled to any relief.

This is my Award.

A. K. CHAKRAVARTY, Presiding Officer

Dated, Calcutta,

The 18th January, 1999.

नई दिल्ली, 8 फरवरी, 1999

का. आ. 679 .—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा—1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद् द्वारा 1 अप्रैल, 1999 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय—4 (धारा—44 और 45) के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय—5 और 6 (धारा—76 की उपधारा (1) और धारा—77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध पंजाब राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे।

क्रमांक	राजस्व ग्राम का नाम	हदबस्त संख्या	तहसील	जिला
1	2	3	4	5
1.	लालडू	218	राजपुरा	पटियाला
2.	मागला हेड़ी	214	राजपुरा	पटियाला
3.	कोली माजरा	213	राजपुरा	पटियाला
4.	ठप्पर	21	राजपुरा	पटियाला
5.	चांदहेड़ी	212	राजपुरा	पटियाला
6.	कूड़ावाला	4	राजपुरा	पटियाला
7.	बेरा	198	राजपुरा	पटियाला
8.	हरीपुरा हिन्दुआ	3	राजपुरा	पटियाला
9.	बहादुरगढ़	2	राजपुरा	पटियाला
10.	नीमभान	1	राजपुरा	पटियाला
11.	रामपुर पैतक	200	राजपुरा	पटियाला
12.	सामगाँजी	196	राजपुरा	पटियाला
13.	पण्डवाला	359	राजपुरा	पटियाला
14.	सूदरा	363	राजपुरा	पटियाला
15.	ककगली	13	राजपुरा	पटियाला
16.	डपकर पुर	360	राजपुरा	पटियाला
17.	मोरी ठाकरी	361	राजपुरा	पटियाला
18.	सिर सैनी	153	राजपुरा	पटियाला
19.	आलमगीर	241	राजपुरा	पटियाला
20.	लहली	215	राजपुरा	पटियाला
21.	जरोट	161	राजपुरा	पटियाला
22.	कुरली	13	राजपुरा	पटियाला
23.	मीरपुर	356	राजपुरा	पटियाला
24.	खेरी	362	राजपुरा	पटियाला

1	2	3	4	5
25.	भगवानपुर	199	राजपुरा	पटियाला
26.	हंसापुर जांगी	207 व 208	राजपुरा	पटियाला
27.	हेरा माजरा	26	राजपुरा	पटियाला
28.	कुकराली	367	राजपुरा	पटियाला
29.	झारमाजरी	159	राजपुरा	पटियाला
30.	जलालपुर	217	राजपुरा	पटियाला
31.	बिलोपुर	219	राजपुरा	पटियाला
32.	तोफापुर	206	राजपुरा	पटियाला

[संख्या : एस-38013/5/99-एस. एस.-I]

जे. पी. शुक्ला, अवर सचिव

New Delhi, the 8th February, 1999

S.O. 679.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st April, 1999 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Punjab namely :

Sl. No.	Name of the Revenue Village	Had Bast No.	Tehsil	District
1	2	3	4	5
1.	Lalru	218	Rajpura	Patiala
2.	Samal Heri	214	Rajpura	Patiala
3.	Kohlimajra	213	Rajpura	Patiala
4.	Dappar	21	Rajpura	Patiala
5.	Chandheri	212	Rajpura	Patiala
6.	Kuranwala	4	Rajpura	Patiala
7.	Behra	198	Rajpura	Patiala
8.	Haipura Hinduan	3	Rajpura	Patiala
9.	Neem Bhan	1	Rajpura	Patiala
10.	Bahadurgarh	2	Rajpura	Patiala
11.	Ramour Sainik	200	Rajpura	Patiala
12.	Samgoli	196	Rajpura	Patiala
13.	Pandwala	359	Rajpura	Patiala
14.	Sundran	363	Rajpura	Patiala
15.	Kakrali	13	Rajpura	Patiala
16.	Daffarpur	360	Rajpura	Patiala
17.	Mori Dhakri	361	Rajpura	Patiala
18.	Sarsaini	153	Rajpura	Patiala
19.	Alamgir	241	Rajpura	Patiala
20.	Lehli	215	Rajpura	Patiala
21.	Jarot	161	Rajpura	Patiala
22.	Kurli	13	Rajpura	Patiala
23.	Meerpur	356	Rajpura	Patiala
24.	Kheri	362	Rajpura	Patiala
25.	Bhagwanpur	199	Rajpura	Patiala
26.	Issapur Jangi	207 & 208	Rajpura	Patiala
27.	Hermajra	26	Rajpura	Patiala
28.	Kukrali	357	Rajpura	Patiala
29.	Jharmajri	159	Rajpura	Patiala
30.	Jalalpur	217	Rajpura	Patiala
31.	Billopur	219	Rajpura	Patiala
32.	Tofapur	206	Rajpura	Patiala

[No. S-38013/5/99-SSI]

J. P. SHUKLA, Under Secy.

नई दिल्ली, 9 फरवरी, 1999

New Delhi, the 9th February, 1999

का. आ. 680.—कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) की धारा 5क की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री वी. एस. नरसिम्हन् को केन्द्रीय व्यासी बोर्ड का सदस्य नियुक्त करती है और दिनांक 10 अप्रैल, 1997 को भारत सके राजपत्र असाधारण, भाग-II, खण्ड 3, उपखण्ड (ii) में प्रकाशित श्रम मंत्रालय के सं. का. आ. 321 (अ) दिनांक 9 अप्रैल, 1997 में भारत सरकार की अधिसूचना में निम्नलिखित संशोधन करती है :—

2. उक्त अधिसूचना में क्रमांक 31 और उसमें संबंधित प्रविष्टियों के लिए निम्नलिखित को प्रतिस्थापित किया जाएगा, अर्थात् :—

“श्री वी. एस. नरसिम्हन्,
अध्यक्ष, एफ. ए. एस. एस. आई.
मार्फत बार्डमेटलिक बुशिंग तथा बीयरिंग्स,
सी-19, इंडस्ट्रियल इस्टेट, गुयन्दी
चेन्नई—600032

[सं. वी.-20012/1/97-एस. एस. II]

जं. पी. शुक्ला, अवसर सचिव

S.O. 680.—In exercise of the powers conferred by subsection (1) of section 5 A of the Employee's Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) the Central Government hereby appoints Sh. V. S. Narasimhan as a member of the Central Board of Trustees and makes the following amendment in the Notification of the Government of India in the Ministry of Labour S.O. 321(E) dated the 9th April, 1997 published in Part II Section 3 Sub-section (ii) of the Gazette of India Extra Ordinary dated the 10th April, 1997.

2. In the said notification for the entries against serial No. 31, the following entries shall be substituted namely :

“Sh. V. S. Narasimhan, President, FASH
C/O Bimetallic Bushings & Bearings
C-19 Industrial Estate, Guindy
Chennai -600032”.

[No. V-20012/1/97-SS. II]

J. P. SHUKLA, Under Secy.